

RULES AND REGULATIONS FOR

MILL CREEK AT COLONIAL SECTION IV, A CONDOMINIUM

The definitions contained in the Declaration of Condominium ("Declaration") are incorporated herein as part of these Rules and Regulations.

1. The walkways shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium.

2. The exterior of a home, and all other areas appurtenant to a home, shall not be painted, decorated or modified by any Unit Owner in any manner without the prior written consent of the Board.

3. No article shall be hung or shaken from the doors, windows or screened porches of a home, or placed upon the outside window sills of a home, without the prior written consent of the Board. However, a Unit Owner may display one portable, removable American flag or official flag of the State of Florida in a respectful way, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

4. No articles shall be allowed to stand on any portion of the common areas.

5. No Unit Owner shall make or permit any noises that will disturb or annoy the occupants of any of the homes or do or permit anything to be done which will interfere with the rights, comfort, enjoyment or convenience of other Unit Owners.

6. Each Unit Owner shall keep such home in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows any dirt or substance.

7. Each Unit Owner who plans to be absent from his home during the hurricane season must prepare his home prior to his departure by:

(A) Removing all furniture, potted plants and other movable objects from his porch or patio, if any; and

(B) Designating a responsible individual satisfactory to the Association to care for his home should the home suffer hurricane damage.

8. Each Unit Owner shall regularly pick up all garbage, trash, refuse or rubbish outside his home, and no Unit Owner or resident shall place or dump any garbage, trash, refuse or other materials on any portion of the Condominium. All garbage, trash refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a home or fenced-in area, screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. This Condominium will have curbside garbage pickup provided by the City of Ft. Myers. Unit Owners may leave garbage containers outside for pickup no sooner than the evening before the day of garbage pickup, and shall retrieve garbage containers no later than the evening of the day of garbage pickup.

EXHIBIT "E" TO DECLARATION  
EXHIBIT "6" TO PROSPECTUS

9. Water closets and other water apparatus in the homes or upon the common areas shall not be used for purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Unit Owner responsible.

10. A Unit Owner shall not be allowed to have any employee or agent of the Association perform any private business of a Unit Owner, except as shall have been approved in writing by the Association.

11. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any home at any reasonable hour of the day for the purpose permitted under the Declaration. Entry must be prearranged with the Unit Owner, except when such prearrangement cannot be achieved or is impractical, or under circumstances deemed an emergency by the Association, or its management agent, if any, in which case, access is deemed permitted without agreement on set time.

12. No vehicle, or other possessions belonging to a Unit Owner, or to a member of his family or guests, invitees or lessees of a Unit Owner, shall be positioned in such a manner as to impede or prevent ready access to another Unit Owner's parking space. Each Unit Owner, their family members, guests, invitees and lessees, will obey the parking regulations posted by the Association for the safety comfort and convenience of the Unit Owners.

13. Except in an emergency, a Unit Owner shall not cause or permit the excessive blowing of any horn from any vehicle of which he, his family members, guests, invitees or lessees shall be occupants.

14. No Unit Owner shall use or permit to be brought into the home any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property.

15. No Unit Owner shall be allowed to put his mail receptacle, name or street address on any portion of this home, except in such a place and in the manner approved by the Association for such purposes.

16. The Association may retain a passkey to each home. If a Unit Owner alters any lock or installs a new lock on any door leading into his home, such Unit Owner shall provide the Association with a key for the use of the Association.

17. There shall be a lock-out charge if the Association is requested to furnish keys for access to a Unit Owner who has locked himself out of his home.

18. Any damage to the Association property or equipment of the Association caused by any Unit Owner, family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Unit Owner.

19. Each Unit Owner shall be held responsible for the actions of his family members, guests, invitees and lessees.

EXHIBIT "E" TO DECLARATION  
EXHIBIT "6" TO PROSPECTUS

20. Food and beverage may not be prepared or consumed, except in the home or in such other areas as may from time to time be designated by the Association.

21. Complaints regarding the management of the Condominium, or regarding actions of other Unit Owners, shall be made in writing to the Association.

22. No clothesline or other similar device shall be allowed to be displayed outside.

23. No garage shall be erected which is separate from the home. No garage shall be permanently enclosed, and no portion of a garage originally intended for parking of an automobile shall be converted into a living space or storage area. No individual air conditioning units which are visible from outside the home shall be permitted in a garage. All garage doors shall remain closed when not in use.

24. No modifications shall be made to the landscaping, including the entry court area without prior approval of the Association.

25. Any violations of this Rules and Regulations or other Covenants relating to the Condominium shall be reduced to writing and presented to the Board of Directors.

26. These Rules and Regulations may be amended at any time by a majority vote of the Association's Board of Directors.

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**EXHIBIT "E" TO DECLARATION  
EXHIBIT "6" TO PROSPECTUS**

12.3 Pets. No Unit Owner is permitted to keep a domestic pet (dogs, cats and other usual and non-exotic household pets), whether permanent or temporary, in his home without the prior written permission of the Association. Pets may be kept in a Unit in reasonable numbers, as determined by the Master Association's Board of Directors. Such permission in one instance shall not be deemed to institute a blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Board. However, under no circumstances will a pit bull, "wolf hybrids" or other dogs prone to or exhibiting aggressive behavior be permitted on any portion of the Condominium. Any pet must be carried or kept on a leash when outside of a Unit. A Unit Owner shall immediately pick up and remove any solid animal waste deposited by his pet. The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from having any animal in the Condominium. If a dog or any other animal becomes a source of unreasonable annoyance to other Unit Owners by barking or otherwise, the Unit Owner therefore must cause the problem to be corrected; or if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to remove the animal from the Condominium. Owners may not leave pets unattended in porches or balconies. The common elements and Association property shall not be used to accommodate pets.

12.4 Parking. All vehicles, except those of the Owner's guests, shall be kept in the garage or in the driveway adjacent to the Unit while the Unit Owner is in residence. The driveways adjacent to Units are not part of the common elements of this Condominium. Those driveways will be part of the Common Areas of the Recreation Association. Each Unit in this Condominium is granted an easement over the driveway adjacent to that Unit's garage for parking purposes and such driveway is assigned to that Unit. Garage doors shall be kept closed, except for purposes of ingress and egress. Parking is prohibited on any roadway owned by or dedicated to the Master Association or the CDD.

A. Vans, sport utility vehicles and pick-up trucks shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a truck. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: Inoperable automobiles, commercial vehicles, golf carts, recreational vehicles, all-terrain vehicles, ambulances, police cars, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial markings, racks or tools in the bed and tractors shall be kept within an enclosed garage. Bicycle racks are permitted on non-commercial vehicles. Use of a motorcycle is limited to providing ingress/egress to a Unit over roadways. All motorcycles shall be equipped with an effective sound muffling device and must be parked in a garage when not in use.

B. No commercial vendor vehicle of any kind shall be permitted to be parked for a period of more than 12 hours unless such vehicle is necessary and being used in the actual construction or repair of a structure or for grounds maintenance.

C. Unit owners may not park more than 2 vehicles on a permanent basis. All vehicles of guests exceeding these numerical limits shall be parked in designated "guest" areas. Owners and their families shall not park in areas designated for "guest" parking, as those are reserved for temporary use.

D. None of the foregoing restrictions shall apply to commercial vehicles, pick-up trucks or other vehicles which may be utilized by Developer, its contractors and subcontractors for purposes of completing construction of the Condominium.

12.5 Nuisances. No owner shall use his Unit, or permit to be used, in any manner which

amendments must be approved by a majority of the voting interests. In addition, the Board of Directors shall secure the approval of the affected Unit owners and the holders of liens against such Units.

11.15 Maintenance by Recreation Association. The landscaping of the common elements and Association property shall be maintained by the Recreation Association, as more particularly described in the Mill Creek at Colonial Documents.

11.16 Standard of Maintenance. The Association and each Unit Owner shall perform their maintenance responsibilities hereunder in a manner consistent with any Community-Wide Standards established pursuant to the Master Declaration. The Master Association shall be authorized, but not obligated, to assume the maintenance responsibilities of the Association hereunder and under the Master Declaration, and to assess all costs thereof to the Owners as a "Neighborhood Assessment", as defined in the Master Declaration.

11.17 Architectural Control by the Recreation Association and Master Association. Approval of construction, modification, or alteration of any Unit or common element granted by the Board pursuant to this Declaration shall not avoid the need for nor guaranty such approval as may be required by the Master Documents or the Mill Creek at Colonial Documents. The Architectural Planning Criteria of the Recreation Association shall take priority over any conflicting provisions adopted by the Association. The Architectural Standards of the Master Association shall take priority over any conflicting architectural control or review provisions adopted by the Association or the Recreation Association.

12. USE RESTRICTIONS: The use of the Condominium property shall be in accordance with the following provisions:

12.1. Units. Each Unit shall be occupied by only one family at any time, as a residence and for no other purpose. No Unit may be occupied by more than 2 persons per bedroom. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into the Condominium who do not reside in the Condominium or door-to-door solicitation of occupants of the Condominium; and (d) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Units.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

The foregoing prohibitions shall not apply to Developer's use of Units as models or sales offices, as elsewhere provided for in this Declaration.

The use of a Unit as a public lodging establishment shall be deemed a business or trade use.

12.2 Minors. All occupants under 18 years of age shall be supervised by an adult to insure that they do not become a source of unreasonable annoyance to other residents.