

EXHIBIT "E"

RULES AND REGULATIONS FOR THE PRESERVE CONDOMINIUMS

1. Automobiles may be parked only in the areas provided for that purpose, and shall not be parked on the private streets or in such a manner as to impede or prevent ready access to any entrance to or exit from the Buildings by another vehicle. Furthermore, no boats, snowmobiles, trailers, recreational vehicles, motor homes, or semi-trailer trucks shall be parked or stored anywhere in the parking areas or on the premises of the Condominium Regime known as The Preserve.
2. For each Building in the condominium regime, the Declarant may install a satellite dish Central Antenna System ("CAS") to serve and benefit the Unit Owners located in that building. Each Unit Owner in a Building benefited by the CAS shall use the CAS and refrain from installing an individual Antenna within any Unit or any portion of the Common Areas. The CAS for each Building shall be maintained by the Association as a Limited Common Element. For purposes of this paragraph, "Antenna" shall include any over-the-air device used for the receipt of direct broadcast satellite services; the receipt or transmission of fixed wireless signals; the receipt of video programming services via multi-point distribution services; or the receipt of television broadcast signals. "Antenna" shall also include any accompanying accessories necessary for the proper installation thereof, including, but not limited to, masts, cabling, supports, guy-wires, fastening hardware, and wiring.
3. Exterior name places and mailboxes will be installed in a manner uniform and consistent with that of the other Units and approved by the Association.
4. Unit Owners are reminded that alteration and repair of the Buildings is the responsibility of the Association, except for the interior of the Units. No work of any kind is to be done upon the exterior building walls or upon the interior boundary walls without first obtaining the approval of the Association. This includes any landscaping or gardening of any nature within the General Common Elements of the Regime.
5. No Unit Owner shall make or permit any disturbing noises in the buildings, or do or permit anything to be done therein which will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a phonograph, CD player or radio or television or other loudspeaker in such Owners' Unit between the hours of 12:00 Midnight and the following 6:00 A.M., if the same shall disturb or annoy other occupants of the Buildings or adjacent Units.
6. Each Unit Owner shall keep his or her Unit in a good state of presentation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. Each Unit Owner will keep the

areas immediately in front of and in back of his or her Unit free and clear of all trash, papers and debris.

7. Unit Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their respective Units.
8. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that a dog, cat or other household pet approved in writing by the Board of Directors of the Association, may be kept in a Unit, provided that it is not kept, bred or maintained for any commercial purpose; and provided further that any such pet which in the opinion of the Board of Directors of the Association is causing or creating a nuisance shall be permanently removed from the property upon three (3) days written notice from the Board of Directors of the Association. No Unit shall house more than one (1) pet, except as approved by the Board of Directors. Pets may be outside only if accompanied by a Unit Owner or lessee and shall only be allowed in areas designated for pets by the Association. Any person within the project keeping a pet shall immediately clean and remove any messes created or caused by said pet. Further, no unleashed pets whatsoever shall be allowed upon the Limited or General Common Elements.
9. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors of the Association.
10. No one may use an outdoor fireplace or fire pit of any type.
11. No outdoor grills are permitted under any circumstance.
12. Trash compactors or common trash receptacles are located in designated areas within the development and are for owners' refuse disposal. All refuse must be placed in these areas for periodic pickup. No refuse shall be placed in building entryways, stairwells, curbside, or any other common area not specifically designated for such use.
13. Minor vehicle repairs, such as changing spark plugs, tires, and batteries will be allowed in the Common Elements. Tires, batteries, etc., must be promptly removed from the site and disposed of properly. Oil Changes, muffler replacements, brake, transmission, engine and body refinishing work will not be permitted in the Common Elements.
14. Unit owners shall not store any personal property in the common entryways, stairwells, or balconies of any Building. Customary tables and chairs are permitted on balconies.
15. There shall be no smoking within any Unit or Building within the Regime.
16. A Condominium may be rented or leased by the Owner or his or her lessee, provided the entire Unit is rented and the lease is in writing. The minimum lease term shall be thirty

(30) days. Nightly or weekly rentals are prohibited. No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability imposed by the Condominium Documents. All Owners who lease their Condominiums shall promptly notify the Secretary of the Association in writing of the names of all tenants and members of tenants' family occupying such Condominium and shall provide the Secretary of the Association of the address and telephone number where such Owner can be reached.

17. The Association may levy a fine against any Unit Owner for violating the Condominium Declaration, Articles of Incorporation for the Association, Bylaws of the Association or any Rules and Regulations adopted by the Association, including any amendments to those documents (collectively "Condominiums Documents"). The procedure for levying fines shall be as follows:

- a) Demand. Upon the complaint of any two Unit Owners or upon the complaint of any two Directors of the Association outlining an alleged violation of the Condominium Documents, an officer of the Association shall give the alleged violator written demand to cease and desist any alleged violation. The written demand shall specify (1) the alleged violation; (2) the action required to abate the violation; and (3a) if the violation is a continuing one, a time period not less than seven days during which the violation may be abated without further sanction; or (3b) if the violation is not a continuing one, a statement that any further violation of the same nature may result in the imposition of a fine after notice and a hearing.
- b) Notice. Within 12 months of such demand, if the violation continues past the period stated in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board shall serve the violator with written notice of a hearing to be held by the Board. The notice shall be served via U.S. Mail, regular delivery or by personal service. The notice shall contain the nature of the alleged violation, the time and place of the hearing, which shall be not less than seven days from the giving of the notice, an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf, and the proposed fine to be imposed.
- c) Hearing. The hearing shall be held in executive session pursuant to the notice affording the violator a reasonable opportunity to be heard. Prior to the effectiveness of any fine, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or Director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction imposed, if any. The violator shall have the right to present evidence at the hearing (the formal rules of evidence shall not apply to the hearing) and to be represented by counsel at his or her own expense.

- d) Amount of Fine. The Board of Directors of the Association shall be authorized to levy fines between \$20 and \$100 the first time a fine is levied against a Unit Owner, unless the violation involves the police or a threat to the safety of another person, in which case the Association shall be authorized to levy a fine of up to and including \$500. The Association shall be authorized to levy fines of up to and including \$500 for subsequent violations of the Condominium Documents made by the same violator.
- e) Payment and Lien. The violator shall have 30 days from the date notice of the fine is mailed or delivered to the violator to pay the full amount of the fine. Any unpaid amount due from the Unit Owner constitutes a lien against the Owner's Condominium Unit pursuant to the Association's Bylaws. Upon levying the fine or at any time thereafter, the Association may record in the Johnson County Recorder's Office, a Notice of Lien Claim, notifying the public of the amount of the fine due from the Unit Owner.
18. These Rules and Regulations may be amended, modified or altered only as provided in the Bylaws of The Preserve Owners Association.

These Rules and Regulations have been approved by the Board of Directors of The Preserve Owners Association on the 25th day of September, 2019.

THE PRESERVE CONDOMINIUMS
OWNERS ASSOCIATION

By: _____

Gary D. Watts, President and Secretary