

EXHIBIT "D"
TO
DECLARATION OF CONDITIONS, COVENANTS,
EASEMENTS AND RESTRICTIONS
FOR
CROSS CREEK LAKE ESTATES,
A SUBDIVISION
RULES AND REGULATIONS

1. The Common Areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefore. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored therein.

2. The personal property of Owners must be stored in their respective Residences or in outside storage areas (if any are provided by Developer).

3. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any Residence or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from or on the Residence, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the Residence or Lot, except as provided in the Declaration with respect to refuse containers.

4. No Owner shall permit anything to fall, nor sweep or throw, from the Residence any dirt or other substance onto the Lot or Common Areas.

5. Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

6. No motor vehicle which cannot operate on its own power or unlicensed motor vehicles, boats, recreational vehicles or trailers shall be permitted to be parked or to be stored at any place on the Property unless they are stored entirely within Owner's closed garage and are not visible from outside the closed garage. The above notwithstanding, recreational vehicles and trailers that are loading or unloading are allowed to park on the Property for up to twelve (12) hours. No portion of the Common Areas, including but not limited to the internal road system and grassy areas, may be used for parking purposes, except those portions specifically designed and intended therefore and designated as parking areas by proper signage. Areas designated, if any, for guest parking shall be used only for this purpose and neither Owners nor occupants of Residences shall be permitted to use these areas. Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration. No outside repair of vehicles is allowed.

7. No Owner shall make or permit any disturbing noises to emanate from his or her residence or Lot or such as shall be made by family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons as will interfere with the rights, comforts or conveniences of other

Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Residence or on his or her Lot in such a manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. On Sundays no Owner shall operate or permit to be operated on the grounds of his or her Lot power gardening or other maintenance equipment (e.g., lawn mowers, chain saws, blowers, etc.), the noise from which is considered unreasonably disturbing to his or her neighbors.

8. No electronic equipment may be permitted in or on any Residence or Lot which interferes with the television or radio reception of another Residence.

9. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the Residence or on the Lot, except as approved by the Architectural Control Committee.

10. No Owner may alter in any way any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Control Committee.

11. No vegetable gardens shall be permitted except in fully enclosed patio areas.

12. No commercial use, except any management or lot sales office, shall be permitted in the Development even if such use would be permitted under applicable zoning ordinances.

13. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Residence, on a Lot or on the Common Areas, except as may be intended solely to service a gas cooking grill, provide fuel for a lawn mower or other yard maintenance equipment or in order to heat a pool or outdoor spa, in which case all such containers used for heating purposes shall be stored completely underground.

No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Residence or on or about any ancillary building, except for such gas container as may be intended solely to provide gas to a gas grill for cooking or to be used for the heating of a pool or outdoor spa. No gas container to service a gas grill shall when completely filled weigh more than fifty (50) pounds. All gas containers to be used for the heating of a pool or spa shall be placed entirely underground and shall not be visible whatsoever nor exceed a maximum of 500 gallons in capacity.

14. An Owner who plans to be absent during the hurricane season shall prepare his or her Residence and Lot prior to his or her departure by designating a responsible firm or individual to care for his or her Residence and Lot should the Residence suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association. There shall be no "boarding up" of houses in excess of thirty (30) total days or 10 consecutive days within any twelve (12) month period while homes are vacant. There shall be allowed storm protection, only in the event of and during the period of time a storm is likely to cause damage to a Residence.

15. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his or her Residence.

16. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated.

17. Pets and other animals shall neither be kept nor maintained in or about the Property except in accordance with the Declaration and with the following:

(a) Under no circumstances shall more than two (2) household pets be permitted for each Lot. No pet shall be permitted outside of its Owner's Residence unless attended by an adult and on a leash of reasonable length. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes.

(b) Any pet deemed to be objectionable by the Board of Directors for any reason shall be removed promptly by the Owner on fifteen (15) days' notice.

18. An Owner shall not permit its garage door(s) to remain open during time periods other than when necessary for the ingress or egress of an automobile or while cleaning or painting the interior area of the garage.

19. The plans and specifications for all solar collection devices shall be submitted to the Architectural Control Committee. Written approval of the Architectural Control Committee must be received before constructing or installing any solar collector. Among other things, the Architectural Control Committee must consider when reviewing any request for a solar collection device, the size, design and location of the collector, as well as the reflection or glare that may be cast upon Lots within the Property. In no event will a solar collector device be placed on the front elevation of a house.

20. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities, if any, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his or her tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or Bylaws, as provided in the Declaration.

21. There shall be no use or discharge of firecrackers or other fireworks. There shall be no discharge of firearms; provided that the Board shall have no obligation to take action to prevent discharge of firearms.

22. There shall be no capturing, trapping or killing of wildlife within the Community, except in circumstances posing an imminent threat to the safety of persons using the Community.

23. There shall be no activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality of the Community or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution.

24. There shall be no construction, erection, placement, or modification of anything, permanently or temporarily, on the outside of a Lot, whether such portion is improved or unimproved, except as specifically authorized by Architectural Control Committee. This shall include, without limitation, swing sets and similar play equipment, garbage cans, docks, piers and similar structures, hedges, and fences for pool area. The following are prohibited on any Lot within the Property: signs, basketball hoops and similar sports play equipment, clotheslines, woodpiles, dog runs and animal pens, above ground swimming pools, and walls or fences of any kind.

25. The Stormwater Management Tract (Crystal Lake) is an unsupervised body of water. No lifeguards or water safety equipment or monitoring for natural and wildlife hazards is provided by the Developer or the Property Owner's Association with respect to Crystal Lake, the responsibility for such matters being completely and entirely upon the Lot Owners. Swimming is prohibited in Crystal Lake. Any recreation, whether it be boating, fishing or other use of Crystal Lake by the Owners and their guests and invitees, specifically including children of all ages, is allowed only on an *AT-YOUR-OWN-RISK* basis. The Developer and the Homeowners' Association specifically disclaim any responsibility or liability therefore. Any Lot Owner using Crystal Lake or who allows their guests and invitees, specifically including children of all ages, to use Crystal Lake, by such use agrees at such Lot Owner's own cost and expense to hold harmless, defend and indemnify the Developer, the Association, and the other Lot Owners from any and against liability of any kind whatsoever whether known or unknown, foreseen or unforeseen which may arise from such use whether occasioned by alleged error or omissions or otherwise.

26. These rules and regulations shall not apply to the Developer, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as owners), nor property while owned by either the Developer or its affiliates. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

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