

EXHIBIT "D"

INITIAL RULES AND REGULATIONS

LAKE CATHERINE TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC.

The Rules and Regulations hereinafter enumerated shall be deemed in effect until amended by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said initial Rules and Regulations are as follows:

1. The sidewalks, if any, walkways and entrances must not be obstructed or encumbered or used for any purpose (excluding patios, decks and balconies) other than ingress or egress to and from the premises; nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be left therein or thereon. No firewood shall be stored touching the building.
2. The personal property of all unit owners shall be stored within their units.
3. Garbage may not be put out for collection prior to the day it is to be collected. The owner shall be fined \$5.00 for the first offense, \$15.00 for the second and each succeeding offense. The fine and any cost of cleaning up spilled garbage shall be added to the monthly maintenance fee. Observed offenses shall be reported to the President of the Lake Catherine Townhomes Association for enforcement. This rule shall become effective June 1, 1987. Refuse and bagged garbage shall be deposited only in the area provided therefor which applies to those units not having garages. In the case of units with garages, garbage shall be stored inside the garages until the day of collection.
4. No boats, trailers, mobile homes, recreational vehicles and the like shall be parked or stored in the Lake Catherine Townhomes area in conformance with the current rules of the Community Club with regard to recreational vehicle parking regulations.
5. Employees of the Association or Management Firm shall not be sent off the Subdivision premises by any unit owner at any time for any purpose. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Management Firm or the Association.

6. The parking facilities shall be used in accordance with regulations adopted by the Management Firm, as previously provided, and thereafter, by the Board of Directors. No vehicle which cannot operate on its own power shall remain on the Subdivision premises for more than twenty-four (24) hours, and no major repair of vehicles shall be made on the Subdivision premises.

7. No unit owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier in his unit, in such a manner as to disturb or annoy other occupants of the Subdivision. All party(s) shall lower the volume as to the foregoing as of 11:00 p.m. of each day. No unit owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

8. No radio or television installation, or other wiring, shall be made without the written consent of the Management Firm, as long as the Management Agreement remains in effect, and thereafter by the Board of Directors. Any antenna or aerial erected or installed on the exterior walls of a unit or on the limited common properties, without the consent of the Management Firm, and thereafter, the Board of Directors, in writing, is liable to removal without notice and at the cost of the unit owner for whose benefit the installation was made.

9. No sign, advertisement, or notice shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the unit or limited common properties by any unit owner or occupant without the written permission of the Management Firm, and thereafter, the Association.

10. No awning, canopy, or shutter shall be attached to or placed upon the outside walls or doors or roof to a unit or building without the written consent of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, of the Board of Directors of the Association. Patios, decks or balconies may not be enclosed except with the prior written consent of the Management Firm, and thereafter, the Association, and said consent may be given as to certain units and not given to others.

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11. Complaints regarding the service of the Association shall be made in writing to the Management Firm, as long as the Management Agreement remains in effect, and thereafter, to the Board of Directors.

12. No inflammable, combustible, or explosive fluid, chemical, or substance, shall be kept in any unit or limited common properties except such as are required for normal household use.

13. No clothes line or similar device shall be permitted on any portion of the Subdivision property, nor shall clothes be hung anywhere except in such areas as are designated by the Management Firm, and thereafter, the Board of Directors of the Association.

14. Payments of monthly assessments shall be made at the office of the Management Firm, as designated by the Management Agreement. Payments made in the form of checks shall be made to the order of such party as the Management Firm shall designate. Payments of regular assessments are due on the 1st day of each month, and if such payments are ten (10) or more days late, are subject to charges, as provided in the Supplemental Declaration of Covenants and Restrictions.

15. All pets shall be housed within the unit. Dogs shall be on leash at all times when outside of the unit. There shall be no exterior houses for pets of any kind.

16. Provisions in the nature of Rules and Regulations are specified in the Supplemental Declaration.

17. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Association, reserves the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

IN WITNESS WHEREOF, the Lake Catherine Townhomes Property Owners Association, Inc. has caused this instrument to be executed by it's _____ President and attested by it's _____ Secretary this 6th day of May 1987.

LAKE CATHERINE TOWNHOMES PROPERTY
OWNERS ASSOCIATION, INC.

ATTEST:

BY Betty L. Inader
PRESIDENT

Mildred B. Jensen
SECRETARY