

**SUMMER WOOD PROPERTY OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

The Board of Directors ("Board") of Summer Wood Property Owners Association, Inc. ("Association") provides the following rules and regulations for the Association, Properties, Lots and Common Areas pursuant to the Declaration of Covenants, Conditions and Restrictions for Summer Wood, as amended, ("Declaration") and Bylaws of Summer Wood Property Owners Association, Inc., as amended, ("Bylaws"). The Articles of Incorporation, Declaration, Bylaws and any promulgated policies, rules, regulations, guidelines and the like hereinafter collectively, the "Governing Documents". All capitalized terms used herein shall have the same meaning ascribed to them in the Governing Documents, unless defined herein or the context shall clearly suggest or imply otherwise.

**ARCHITECTURAL CONTROL, ADDITIONS, ALTERATIONS AND IMPROVEMENTS**

**1. General.**

- a. Article VII of the Declaration, no landscaping, building, fence, signs, antenna, satellite dish, or other structure or improvement shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein (including, but not limited to, color or painting or the exterior and type of exterior finish, any existing or builder-installed construction material, plant material or ground cover) (collectively, hereinafter "Work") be made, except in exceptional cases, and in such cases, shall not be made without the completion by the Owner of the application process set forth in Article VII and herein, and the prior written approval of the Architectural Control Committee ("ACC").
- b. An application for Work, along with plans, specifications, and any related data must be submitted to the ACC for its consideration. The Board of Directors ("Board") may establish, from time to time at its sole discretion, a reasonable fee for the ACC application and review process, which fee must be paid in full prior to any review by the ACC. To the extent an application requires the review of an engineer, architect or other professional, the costs of the same shall be paid by the applicant. The ACC shall approve or disapprove in writing an application within thirty (30) days after its receipt of the completed application (including the paid fee), the plans, specifications and any related data or the last item requested by the ACC, whichever is later; provided, however, the ACC's failure to issue such approval or disapproval by such deadline shall not constitute or be deemed an approval. Any approval by the ACC relates only to the aesthetics of the Work and not to its sufficiency or adequacy. Except as may be otherwise expressly provided for in writing an approval, approval granted for Work shall be effective for a period of six (6) months from the date of such approval. If work has not commenced within those six (6) months period, the approval shall be deemed to have expired, and no work shall thereafter commence without a written renewal of such approval or new approval by the ACC. In addition, the ACC may, in its discretion, set a written deadline for the completion of Work. Each application will be reviewed and approved or disapproved on its individual merits. Previous approval of the same or similar application does not guarantee future approvals for the same, current or additional properties, the application must be sent via mail or e-

mail to management company with a copy to the ACC Chair. The applicant must use the ACC form currently recorded in Berkeley or Charleston County.

2. **For all work.**

- a. Applications and additional information for such alterations or improvements may be obtained from the property manager and the ACC Chair.
- b. An Owner must obtain written ACC approval for any and all work prior to the start of the project.
- c. Please include the following items in your submission package to the property manager:
  1. A fully completed Summer Wood Application for Architectural Change along with the fee, if applicable. A copy of the current form of such application as recorded as **EXHIBIT A (2023 ARC/ACC)**.
  11. A final survey plat map (you may have received a copy of this in your closing package) with proposed fencing, concrete or deck structure.
  111. Such other plans, specifications and related data as may be requested by the ACC.
- d. In addition to the ACC approval, an Owner must obtain all necessary permits and approvals from any applicable governing authority prior to starting any work, and all Work must conform with the Governing Documents and all applicable safety, electrical, building and construction codes, rules, ordinances and laws of the applicable governing authorities.
- e. For any Work disturbing or impacting, or which may disturb or impact, the land or ground, the Owner shall contact the applicable utility companies (Public Utility Bmied Services- Dial 811, or the like) to verify the location of any underground utilities prior to starting any work.
- f. An Owner installs Work over any underground utilities or in any at his/her own risk. In the event of any repairs or work to such utilities or within any easement, the utility company or easement holder may not be responsible for replacing, reinstalling or repairing Owner Work.
- g. The Owner shall be solely responsible for any damages and costs, including any consequential damages, and all costs of correction or relocation caused by the installation of any Work in a Common Area or otherwise outside of an Owner's Lot, or in or on any area for which the Association provides maintenance pursuant to the Governing Documents, but the corrective action shall be performed by the Association. If at any time the Association requests an Owner remove his/her Work from any Common Area or area outside of an Owner's Lot, or in or on any area for which the Association provides maintenance pursuant to the Governing Documents, but the Owner fails or refuses to do

so, the Association shall have the right, but not obligation, to do so, at the Owner's sole expense and with no liability for such removal.

- h. If an Owner erects, installs or locates any Work in or on any Common Area or otherwise outside of an Owner's Lot, or in or on any area for which the Association provides maintenance pursuant to the Governing Documents and such Owner Work needs to be removed temporarily to allow for the Association's performance of maintenance, repairs, replacement or the like to any such area, the Owner shall be solely responsible, including the costs thereof, for removing, relocating and/or replacing his/her Work before and after such Association work has been completed. In the event of such Association work, the Association shall provide the Owner with ten (10) days' written notice. If at any time the Association requests an Owner remove his/her Work from any Common Area or area outside of an Owner's Lot, or in or on any area for which the Association provides maintenance pursuant to the Governing Documents, but the Owner fails or refuses to do so, the Association shall have the right, but not obligation, to do so, at the Owner's sole expense and with no liability for such removal.

1. With regard to any costs for damages, including consequential damages, repairs, removal, relocation or other work which are the Owner's responsibility under these Rules and Regulations and the Governing Documents, upon the completion of such repairs, removal, relocation and the like work by the Association, the Association shall provide an invoice for the same to the Owner who shall pay the sum due to the Association within ten (10) days. If such sum is not timely paid, it shall constitute a lien against the Lot, and be enforceable and collectible in the same manner as assessments. Neither the Association, nor any of its agents and representatives, shall be liable for any damages to the Owner's Lot, property or any person arising out of any work by the Association.

J. The building permit must be visible until the Work has been completed.

3. **Exterior.** As noted herein and in the Declaration, Owners and residents may NOT paint or change any element or area of the exterior of any dwelling on the Lot.

4. **Landscaping.** In addition to (1-3) above:

- a. No Owner or resident may change, alter or remove any plant material, ground cover (pine straw), or other landscape feature without prior written ACC approval.
- b. In the event an Owner receives approval for any such change, such Owner shall be responsible for the maintenance of any plantings and/or landscape changes done by him/her or at his/her Lot.
- c. A recommended list of plants and vegetation for the Property is attached as **EXHIBIT B (2023 ARC/ACC)**. Such plants and vegetation still require prior, written ACC approval.

5. **Fences.** In addition to (1-3) above:

- a. No Owner or resident may install, erect, construct, change, alter or remove any fence, patio divider or the like (collectively, "Fences") without prior written ACC approval.
- b. Fences must be either:
  - i. three feet (3') in height with three inch (3") vertical pickets spaced two and one-half inches (2½") apart and with flat, post caps made of white vinyl; or
  - ii. six feet (6') in height tongue and groove with flat post caps made of white vinyl; or
  - iii. 32" w X 42" high white vinyl outdoor privacy screen to enclose garbage bin in attached **EXIDBIT C (2023 ARC/ACC)**.
- c. All Fences must be located within the property lines of the Lot), and have an unobstructed access path, at least five (5) feet wide of level ground, immediately adjacent to the external rear and sides of the Fence which are the Common Areas, regardless of the placement of the lot lines, to allow access to landscaping, Common Area and other property. In compliance with safety regulations, there must be a gate to allow to ingress and egress, and must encompass the entire back yard, no open areas allowed and with no more than 3" (3 Inches) above ground level.
- d. The location of the Fence shall not impede or alter storm water flow or block or restrict any existing drain pattern. To the extent it does, the Owner shall be solely responsible for all costs of correction as provided for herein, which shall be performed by the Association.
- e. To the extent that the installation, erection or construction of a Fence requires the relocation of any irrigation heads, the Owner shall be solely responsible for the costs of such relocation as provided for herein, which shall be performed by the Association.
- f. Upon the installation, erection or construction of a Fence, the Owner shall be solely responsible for the maintenance and upkeep of:
  - i. the interior and exterior of the Fence, including, without limitation, staining, painting, cleaning and power washing; and
  - ii. the area inside of the Fence, including, but not limited to, all vegetation, plants, landscaping and the like.

6. **Satellite Dishes and Antennas.** In addition to (1-3) above, as may be applicable:

**Existing or new satellite dishes that require to be removed will be at the homeowner's expense and performed by an approved vendor. It is written in the covenants that homeowners are responsible for the removal of satellite dishes and any damages that may have occurred once the dishes are obsolete.** (An approved vendor must be licensed, bonded and insured for such work).

- a. Applicable satellite dishes ("Dish(es)") and antennas ("Antenna(s)") which are subject to the Federal Communication Commission' ("FCC") Over-the-Air Reception Devices Rule ("OTARD") and/or other local/state/federal laws may only be installed in accordance with the FCC's rules, and the Governing Documents, all as may be amended from time to time. As used herein, the terms "Dish(es)" and "Antenna(s)" shall include the device and its attendant system and parts, including without limitation, brackets, fasteners, wires, cables, etc.
- b. Dishes and Antennas may only be installed in the part of the Lot which is under the exclusive use or control of the Owner. Dishes and Antennas must be installed wholly within such exclusive use or control area and shall not extend beyond such area (including extending beyond the exterior envelope of the building). Dishes and Antennas shall not be installed in any Common Areas, as may include, without limitation, roofs and exterior walls and siding, and shall not extend, in whole or in part, in, on, or over a Common Area.
- c. The Owner shall notify the Association prior to installation of a Dish or Antenna, and shall specify the location and manner of installation with sufficient detail to allow the Association to confirm: a) such installation shall not place the Dish or Antenna, in whole or in part, in, on or over a Common Area; b) that the manner, method and system of attachment does not pierce, touch, cross or impact the Common Area; and c) such installation is safe for adjacent and other Owner(s) and their property, and the Common Areas and persons thereon. Failure to notify the ACC in advance shall be a fine of Fifty dollars (\$50.00) for the homeowner.
- d. Each Lot shall be limited to one (1) Dish or Antenna, except as may be otherwise specifically permitted by OTARD.
- e. Dishes and Antennas shall be less than one meter in diameter.
- f. Installation of a Dish or Antenna must conform with all the applicable safety, electrical, building and construction codes, rules, ordinances and laws of the applicable governing authorities.
- g. For safety considerations of the installer, other Owners, and other persons at, around or upon the Common Areas and surrounding property, the installation of a Dish or Antenna within that certain distance of a power line as **required** by the power company and/or the provider shall be prohibited.
- h. The Dish or Antenna should be placed in the following preferred place: on a pole in the rear of the Lot within the Lot property lines as close to the dwelling as possible, at a height not to exceed six feet (6'), and out of view from the street insofar as possible; unless the Dish or Antenna installer determines that the preferred place imposes an unreasonable delay or expense, or precludes reception of an acceptable quality signal. This shall not abrogate the requirement that any Dish or Antennas may only be installed in the areas defined in No. 2 above.

1. An inoperable, disabled or damaged Dish or Antenna shall be promptly repaired or replaced, or alternatively, shall be promptly removed by an approved vendor (An approved vendor must be licensed, bonded and insured for such work.) A Dish or Antenna not in use shall be promptly placed in use, or alternatively, shall be promptly removed.
  
- J. For the permanent removal of satellite dishes by the Homeowner, a completed ACC form must be submitted. All work must be done by an approved vendor. (An approved vendor must be licensed, bonded and insured for such work). The Homeowner must agree to make any repairs or damage to roof or siding resulting from said satellite removal. The Homeowner is required to sign a waiver releasing the POA from any resulting damages the dish has caused and will assume all liability for any injury resulting from the removal of the dish. The Homeowner is held accountable for the cost of any needed repairs as well. The removal of a satellite dish by the Owner's contractor must include the repairs to the roof and siding as well as any resulting damage or injuries. EXHIBIT E (2023 ARC/ACC)
  
- k. Any damage caused by the removal of the satellite dish is at the homeowner's expense using an approved vendor.
  
1. Upon a written request by the Association, an Owner shall paint his/her (or his/her tenant's) Dish or Antenna to blend into the surrounding community; provided, such painting shall not delay installation, impair maintenance or use, or cause unreasonable expense or hamper signal reception.
  
- m. To the extent that any of the foregoing rule's conflict with any applicable local, state, or federal laws and regulations, including but not limited to those of the FCC, the provisions of said local, state and federal laws shall control.
  
- n. The fine for not obtaining prior approval for removal of a satellite dish or the installation of an improperly installed satellite dish is \$300.
  
7. **Cable, Internet and the Like.** In addition to (1-3) above:
  - a. No Owner or resident may install, change, alter or remove any cable, internet or like utility for the Lot without prior written ACC approval. For the purpose of this subsection, installation, change, alter or removal shall mean the physical installation, running, mounting, attachment, burying and/or the like of any cable, internet or like utility outside of the dwelling the Lot; provided, however, this subsection shall not apply to a provider merely activating a connection or turning on service for an Owner or resident.
  
  - b. To the extent that the physical installation, running, mounting, attachment, burying and/or the like of any cable, internet or like utility outside of the dwelling on the Lot requires the relocation and/or repair of any irrigation heads, the Owner shall be solely responsible for the costs of such relocation, which shall be performed by the Association.
  
8. **Solar/Landscape Lights.** In addition to (1-3) above:

- a. Solar/Landscape lights shall:
  - 1. Only be placed or installed in a pine straw bed and shall not be placed in any grass or turf area;
  - 11. Must be spaced with at least four feet (4') between each light;
  - 111. Extend no greater than twelve inches (12") above the ground as measured from the base of the fixture.
- b. The light fixture shall be black or silver in color and not a decorative yard art solar feature.

**Restrictions.**

- a. Owners and their tenants, and the families, residents, guests, invitees, licensees and pets of any of them, shall not cause any damage or loss to, or make necessary any maintenance or repair for, the Common Areas, Lots, dwellings, Properties and any personal property thereon, or any parts thereof. If such damage, loss, maintenance or repair is so required. the costs of the same shall be added to and become part of the assessment to which such Lot is subject.
- b. Excessive, loud or disturbing noise or vibrations (including without limitation, loud music, barking dog, yelling, revving of engines, etc.) are not permitted. Any damage or cleanup resulting from fireworks are at the expense of the individual setting off fireworks.

- i. **Vehicles and Parking.**

- a. All roads and parking areas in Summer Wood are Private and Common Areas, subject to towing and penalties as approved by the Board. All such roads and the Properties are under police jurisdiction. It is the Owner's responsibility to ensure that his/her family members, tenants, residents, guests, invitees and licensees comply with all parking rules. All vehicles must be parked within a Space. If the size of a vehicle exceeds the allotted space, the homeowner must park in an overflow space.
- b. The Homeowner is responsible for providing a parking space for vendor vehicles when performing home improvements and/or service work. Work should be performed between 8AM and 6PM.
- c. No RV's, ATV's, golf carts, trailers, boats, 6-wheeled commercial vehicles, box trucks, extended vans or vehicles with more than two (2) axles are allowed unless stored in a closed garage.
- d. Commercial vehicles, utility trailers, rental box trucks, pods and the like are allowed for move-in or move-out activity for up to seventy-two (72) hours and must be parked in a numbered parking space or driveway for the applicable Lot.

- e. Vehicles must be kept in operating condition and legally registered while used, parked and/or stored within the Properties.
  - f. Each Lot without a garage has two (2) assigned parking spaces. For Lots with a garage, the garage constitutes one of the parking spaces and the driveway in front of the garage counts as the second parking space. The garage was not intended for storage to the exclusion of the parking of a vehicle.
  - g. Parking in a numbered parking space belonging to another resident is not permitted without Homeowner consent.
  - h. Guest parking places are identified in white lettering marked GUEST.
  - 1. Overflow parking is not marked and is not allowed if it is frequent, habitual or continuous.
  - J. Guest parking is intended for guests of the Properties and is available on a first-come basis for permitted vehicles only. Homeowners whose guests are parked in a guest spot for more than 48 hours must notify the board. No prohibited vehicles, as overflow parking are allowed. Daily use by any Owner or resident is not allowed in guest or overflow spaces.
  - k. The following are "Prohibited Vehicles": vehicles equal to or larger than one (1) ton, commercial vehicles, including any vehicle marked with logos, branding or other marketing or information; recreational vehicles, travel trailers, motor homes, campers, fifth wheels and the like; utility trailers; jet skis, boats and other watercraft; semi- or tractor trailers; and ATV's and the like.
    - 1. The parking area at the pools may be used for guest parking for permitted vehicles when the pool is closed at night and during the off-season. Prohibited Vehicles are not allowed in such parking areas unless previously approved in writing by the Board.
  - m. On-street parking is only allowed for loading/unloading for a maximum of 30 minutes.
  - n. Parking or stopping on the grass or any yard is NEVER allowed. Damage to irrigation sprinkler heads or grass will be billed to the homeowner. Towing of the vehicle will be immediate. See P below.
  - o. All motorized vehicles (including, without limitation, motorcycles, mopeds, mowers, etc.) must be parked or stored in a parking space or garage, and not on porches or patios.
  - p. Towing may be requested by any Owner or resident but can only be authorized by a member of the Board. All towing costs and any damages are at the vehicle owner's expense. And must be paid for at the towing company by the vehicle owner.
11. **Pets/Animals.** The Summer Wood POA is not liable for property or physical damage resulting from any pet or animal.



- a. Residents are required to follow all applicable laws, rules, regulations and ordinances with respect to the licensing, caring for and controlling of pets.
- b. Pets must at all times be physically (not electronically) leashed while on or in any Common Area.
- c. Regardless of weather conditions, pet waste must be removed by the Homeowner, resident or pet owner immediately and properly disposed of. Waste stations are conveniently located in each neighborhood for disposal.
- d. No animal or pet may be housed, kept or maintained **unattended** outside, or inside fences, including without limitation, in an enclosed porch or other outdoor area (whether by physical or electronic enclosure), or on a chain, leash or like restraint. In accordance with our counties leash laws, no animal or pet shall be allowed in, on or about the Common Area at any time without being on a leash and under the control of a responsible person.
- e. No animals (other than dogs, cats and other household pets) are allowed unless approved by the Board.
- f. No animals, livestock, poultry, dogs, cats or other household pets may be raised, kept, bred or maintained for commercial purposes.
- g. Owners and residents shall be jointly and severally responsible for the acts of any pet or animal residing in or visiting their Lot.
- h. Rules and restrictions regarding animals and pets herein and in the Declaration as a whole do not apply to service, emotional support, assistance and/or comfort animals (collectively hereinafter, "Service Animal(s)") which are or may be governed by the ADA, FHA, Section 504 (Rehabilitation Act of 1973), SC Code of Laws, Section 43-33-70, and/or other applicable federal, state and local laws and regulations (collectively all hereinafter referred to as "Service Animal Law"). To the extent such rules and restrictions conflict with Service Animal Law, such Service Animal law shall control. Further, to the extent required or permitted by Service Animal Law, a Service Animal must be vaccinated as required by applicable governing entities, and the owner of the Service Animal must provide proof of the same if requested to do so.

9. **Garbage.**

- a. All trash, garbage, waste, recycling and/or the like shall be stored in proper containers as provided by the waste management company and stored in back or sides of end units of home or an ACC approved privacy screen as shown in **EXHIBIT C (2023 ARC/ACC)** with prior ACC approval.
- b. Such containers shall only be placed out, at the earliest, **twenty-four (24) hours** before the pick-up day and shall be immediately returned to the enclosed area after pick-up, and in no

event, no later than the next evening. Depending on your trash contractor, all trash must be placed in the trash bin or bulk pick up has been contacted.

- c. Owners and Residents shall contact the applicable trash company for the Lot to schedule the pick-up of any large items or bulk trash.

#### 10. **Personal property.**

- a. Personal property (including without limitation, toys, bicycles, tricycles, motorcycles, other motor vehicles, wood piles, household furnishings, beach or camping chairs, grills, lawn ornaments, discarded appliances etc.) shall not remain outside or be stored overnight, and must be removed from front yards, front porches and placed out of the view of the public at the rear of the home; provided, however, such items do not obstruct or impede the performance of work by the Association.
- b. Gas grills are allowed to be stored on the back porch but removed outside the dwelling when being used. Any melting damage to siding as a direct result of a hot grill will be repaired by our preferred vendor at homeowner's expense. A Preferred vendor is one hired by the Association.
- c. Gas fuel containers of any type are not allowed at any time in or around the home. This includes gas cans, flammable liquids etc. Propane tanks for gas grills are allowed as long as they are attached to the grill.
- d. Homeowners are permitted to place patio type furniture at the front of the home on porches. Any such furniture shall be harmonious as to the color and design of the dwelling, shall be of a scale that does not overwhelm the front of the home, and shall be maintained in excellent condition. Rocking chairs and benches are allowed. Items such as storage chests are expressly prohibited, and the front porch shall not serve as storage area for any type of personal property, furniture, or recreational equipment.
- e. Window air conditioning units and the like are prohibited in any dwelling.

#### 11. **Landscaping.**

- a. Edging around front is allowed only around sidewalk: and pine straw beds. Edging is not allowed in any grass area and must be approved using the ACC form using the Landscape section of package. Edging must be black in color and of resin material with a roll top edge **as shown** in **EXHIBIT D (2023 ARC/ACC)**. The POA is not responsible for any damage to edging.
- b. All hoses must be neatly rolled up and placed on a hose reel or container near the water faucet when not in use; provided, however, that the use and/or storage of hoses shall not obstruct or impede the performance of work by the Association.

- c. Pine straw is the only acceptable filler for beds at the front of the home. Mulch, rocks, pebbles, bed edging, pavers, and the like are permitted behind a home but are at the expense of the homeowner.
- d. Flowerpots and/or hanging baskets are allowed on the front porch or in the front bed of each dwelling on a Lot and must be well maintained by the homeowner. All plants must be live and removed when growing season is over. All dead plants must be removed immediately.
- e. Wind chimes are allowed in the front of each home and located on the front porch or in pine straw area so not to interfere with landscaper.

12. **Decorations.**

- a. The only decorations permitted to be placed on the exterior of the dwelling and/or on or about the Lot are holiday decorations. Such holiday decorations may be placed no more than fifteen (15) days prior to the holiday and must be removed no later than ten (10) days after the holiday. Christmas decorations can be displayed after Thanksgiving and removed ten (10) days after the New Year. At no time may any decoration obstruct or impede the performance of work by the Association in, on or about the Lot.
- b. The American flag is the only flag permitted to be placed, erected and/or flown in front of the dwelling on a Lot and according to US Flag regulations. Other flags, such as sports, novelty, garden, or holiday flags, are permitted in the back of the Lot.
- c. Celebration decorations are allowed. The following milestones are permitted as applicable 7 days prior to and 7 days after actual event:
  - 1. School graduation
  - 11. Births
  - m. Major Birthdays
- d. Welcome signs are allowed on front porches. Religious signs are allowed on the front porch or in the pine straw but not in the common area. With the exception of welcome signs and religious signs, the only sign allowed is a security sign and/or a for sale sign.
- e. Yard art, Birdhouses/feeders/birdbaths are not allowed in the front. These items are generally acceptable when installed in the backyard. If said house/feeder/bath begins to attract rodents the item shall be removed promptly.

13. **Selling or Leasing of Lot.**

- a. A Homeowner who is selling/leasing their home in Summer Wood is responsible for adhering to the following rules.

- b. Notification via email/phone call is required to be sent to the property manager a minimum of 15 days prior to closing when a Lot is available or listed for sale.
- c. "For Sale" signs can only be displayed in a window of a dwelling on a Lot and shall not exceed 24" x 36" in size.
- d. In the event there is a debt owed to the POA, it must be paid off at the time of the seller's closing.
- e. In the event a paid assessment letter is needed by the buyer and/or attorney, the request for the same must be in writing to the property manager and a minimum notice of fourteen (14) days is required.
- f. Upon the sale of a Lot, a copy of the closing statement must be provided to the property manager within ten (10) days of the closing.
- g. At the time of closing, it must be stated to the management company whether or not the new owner intends to be a full-time resident or a leasing agent. A copy of the lease agreement is required prior to leasing the property. If the property is to be leased, a copy of the lease agreement must be provided to the property management company within 10 days of being rented.
- h. Units may be leased for residential purposes. Unless otherwise provided by the Board of Directors, all leases shall have a minimum term of at least twelve (12) months. All leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions and rules and regulations of the Association and obligate the Occupants to comply with the foregoing. It is the Owners responsibility to provide said copies to the Occupants.
- 1. Owners shall always provide current lease information for each tenant and resident of a leased lot to the property manager. A fine of \$100 per month for each month a lease is not on file, but the home was rented shall be enforced and payable by the homeowner's account.

#### 14. **Swimming Pools.**

##### Pool Access:

- a. Registration for the pools is required prior to April 1st of each year. All assessments, fees and fines must be current and paid in full prior to being able to register and receive a pool card and pool access. Replacement or extra cards are \$25 each, or such costs as may be determined by the Board from time to time. Each Lot which desires to use the pools shall register and obtain its own pool card(s) for its own use and shall not permit the use of its card(s) by any unauthorized Lot or person (i.e., Lot not registered or unable to register, unaccompanied guest, any person ejected and/or suspended from use of the pools, etc.). Pool cards cannot be shared.



- b. Notification via email/phone call is required to be sent to the property manager a minimum of 15 days prior to closing when a Lot is available or listed for sale.
- c. "For Sale" signs can only be displayed in a window of a dwelling on a Lot and shall not exceed 24" x 36" in size.
- d. In the event there is a debt owed to the POA, it must be paid off at the time of the seller's closing.
- e. In the event a paid assessment letter is needed by the buyer and/or attorney, the request for the same must be in writing to the property manager and a minimum notice of fourteen (14) days is required.
- f. Upon the sale of a Lot, a copy of the closing statement must be provided to the property manager within ten (10) days of the closing.
- g. At the time of closing, it must be stated to the management company whether or not the new owner intends to be a full-time resident or a leasing agent. A copy of the lease agreement is required prior to leasing the property. If the property is to be leased, a copy of the lease agreement must be provided to the property management company within 10 days of being rented.
- h. Units may be leased for residential purposes. Unless otherwise provided by the Board of Directors, all leases shall have a minimum term of at least twelve (12) months. All leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions and rules and regulations of the Association and obligate the Occupants to comply with the foregoing. It is the Owners responsibility to provide said copies to the Occupants.
- i. Owners shall always provide current lease information for each tenant and resident of a leased lot to the property manager. A fine of \$100 per month for each month a lease is not on file, but the home was rented shall be enforced and payable by the homeowner's account.

#### 14. **Swimming Pools.**

##### Pool Access:

- a. Registration for the pools is required prior to April 1st of each year. All assessments, fees and fines must be current and paid in full prior to being able to register and receive a pool card and pool access. Replacement or extra cards are \$25 each, or such costs as may be determined by the Board from time to time. Each Lot which desires to use the pools shall register and obtain its own pool card(s) for its own use and shall not permit the use of its card(s) by any unauthorized Lot or person (i.e., Lot not registered or unable to register, unaccompanied guest, any person ejected and/or suspended from use of the pools, etc.). Pool cards cannot be shared.

- b. Registration for the pools and receipt and use of any pool card means that you (and your family members, residents, minors and guests) have read and agree to abide by the pool rules, which are provided with the registration form, the Association website and at the pools, and that you assume responsibility for all family members, residents, minors and guests using the pools. Pool rules may change as needed to maintain a safe and enjoyable environment and all owners, residents and guests are charged with the ongoing responsibility for keeping up with and knowing the rules.
- c. Each user of the pools and pool areas shall act in a manner conducive to the health, safety, use and enjoyment of all other users, residents and guests of the pools, pool areas and Properties, which shall include, without limitation, compliance with all rules. Anyone failing to comply may be required to leave the pools and/or pool areas immediately.
- d. **Failure to comply to these pool rules will be suspended at the discretion of the POA** as shown in attached **EXHIBIT C (2023 ARC/ACC)**.

15. **Insurance Responsibilities.**

- a. **Of the Association.** The Association shall obtain such insurance coverage as more particularly provided for in Section One of Article VIII of the Declaration.
- b. **Of the Owner.** Owners may, at their option, obtain such insurance as they deem necessary or desirable for their personal property and betterments, personal liability, living expenses and/or other coverages as set forth in subsection (a) of Section One of Article VIII of the Declaration. A HO6 policy is recommended and insures the interior and your personal contents of your home while the POA insurance covers the exterior.

**PREFERRED PLANT LIST**

**EXHIBIT B 2023**

Plants from this list can be planted but homeowners must keep all plants trimmed so they do not impede the landscapers in the pine straw beds. Homeowners are responsible for the care and maintenance of all homeowner installed plants. Shrubs cannot be higher than the window ledge.

**Low to Mid-Size Shrubs & Grasses**

DwarfYaupon Holly - Size 4'-7' tall x 6'-8' wide. Noninvasive roots, berries are highly toxic to humans, dogs, and cats. It won't kill them, but recovery is long.

Kaleidoscope Abelia - Size - 2' tall x 4' wide. Deer and pest resistant, nontoxic, and noninvasive.  
 American Beauty Berry- Size 4'-6' tall and wide (can reach 8'-10' if not maintained). Nontoxic noninvasive.

Loropetalum - Size Giant 12'-15' tall x 10' wide / Mid 4'-6' tall x 10' wide / Dwarf 2'-3' tall x 10' wide.

We have a lot of these in the neighborhood now that are basically small trees and are out of control. Most people want to cut these down. They are nontoxic and noninvasive.

Ligustrum - Size 8' - 12' tall x 8' wide (very fast growing, can grow as much as 2' in a single year). Roots can be very invasive; berries are poisonous leaves are toxic for humans and dogs.

Liriope - Low growing perennial grass that is aggressive and spreads extremely fast - very invasive. The only variety that does not spread is Liriope Muscari.

Sweet Grass (Muhly Grass) - Size 3' tall x 3' wide. Moderately invasive for wetlands.

Blue Love Grass - Size 2' tall x 3' wide. Nontoxic, noninvasive.

Flax Lily - Size Mid 3'-8' tall x 2' wide / Dwarf 1'-3' tall x 2' wide - aggressive and invasive like Liriope. Berries are considered poisonous but not toxic.

### Large Shrubs

Ligustrum - Size 8' - 12' tall x 8' wide (very fast growing, can grow as much as 2' in a single year). Roots can be very invasive; berries are poisonous leaves are toxic for humans and dogs.

Wax Myrtle- Size 15' -20' tall. Not considered poisonous or toxic but can cause mild allergens. Noninvasive root structure should be planted 15' apart.

Yaupon Holly-Size Mid 10'-30' tall x 8'-12' wide /Dwarf 4'-6' tall x 7'-10' wide-Noninvasive roots, berries are highly toxic to humans, dogs, and cats. It won't kill them, but recovery is long.

## POOL RULE INFORMATION

### EXHIBIT C 2023

1. Homeowners assessments, fees and fines **must** be paid in full prior to use of the pool.
2. Pool pass for each home **is** required. Pool registration and Rules Agreement Forms for each home are required. Replacement pass must be purchased.
3. **NOTE: At no time should a pool pass be shared with other tenants and/or homeowners. This action will result in forfeiture of the use of the pool for both parties and will be for the duration of the pool season.**
4. Pools are open from April 1 through October 31 (weather permitting).
5. Front pool (100 Crab Apple Ct.) hours are from 6:00 AM to 10:00 PM.
6. Back pool (4500 Poplar Grove PL) hours are from sunrise to sunset.



7. Anyone entering the pool area outside of the pool hours of operation is **tresspassing**.
8. **Private parties are not permitted at either pool.**
9. No children should be in the pool without supervision.
10. No swimming alone.
11. Food and beverages may be brought to the pool and consumed at a table; however, **no** food or beverage is allowed **in** the pool. All trash must be placed in the trash containers provided.
12. **NO GLASS** of any kind is allowed.
13. No large rafts or flotation devices are allowed in the pool.
14. Balls, toys, small baby floats and noodles may be allowed based on the number of people in the pool.
15. No pets are allowed in the pool or pool area.
16. No smoking in the pool area.
17. Residents may bring up to four (4) guests to the pool. Guests may be limited to accommodate residents when the maximum capacity is reached.
18. **No grilling inside or outside of the pool or in the pool parking area.**
19. **OUR POOLS ARE FAMILY FRIENDLY. The following attire is not allowed at our pools:**
  - "Street clothes," Brazil/French-cut, thong style and/or revealing swim wear, cut-off jeans, jeans, skirts, shorts, sport bras, leotards, leggings, dri-fit wear, compression shorts and compression shirts are prohibited.**

### **Conduct and Health**

1. Foul or abusive language will not be tolerated.
2. No diving.
3. No running, pushing, dunking or rough play allowed in the pool area.
4. No bikes, scooters or skateboards are allowed in the pool area.
5. Any intoxicated individual(s) will be asked to leave the pool area.

6. Shower before entering the pool.
7. No one with open lesions or wounds should enter the pool.
8. No one with skin, eye, ear or respiratory infections should enter the pool.
9. No one with diarrhea should enter the pool.
10. No spitting or blowing nose is allowed in the pool.
11. Infants and toddlers are required to wear swim diapers in the pool.

**Retain these rules and provide a copy to each tenant.**

**NOTE: At no time should a pool pass be shared with other tenants and/or homeowners. This action will result in forfeiture of the use of the pool for both parties and will be for the duration of the pool season.**