

Town Park Rules and Regulations

Architectural Review Committee (ARC) - consists of at least two (2) people but not more than five who are appointed by the Board of Directors. The ARC shall regulate the external design, appearance, use, location, and maintenance of the Property. The ARC will review submissions and make decisions using their best judgment of what will be compatible with the character and appearance of the community.

If the homeowner proceeds with an improvement without requesting permission from the ARC, they risk the potential of redoing or removing the improvement. If the ARC disapproves a request, the homeowner may not proceed with the improvements. Approval or disapproval will be granted within 60 days if all requested information is submitted. It will be the homeowners' responsibility to provide all additionally requested information in a timely manner.

AMINITY RULES AND REGULATIONS-

General

- Parking is permitted in designated areas only.
- Music is not permitted without the use of headphones and should not be audible by anyone other than the user.
- All furniture must remain in its designated area. (Pool furniture in pool area/kitchen furniture in kitchen area).
- No skateboards, bikes, skates, scooters, or other similar items are permitted in the pool, kitchen or playground area.
- All amenity doors and gates must remain closed after entry, anyone entering through a gate or door without using their card is your guest and is counted toward your allotted number of guests.
- Swimming is permitted during pool operating season only as designated on the HOA website www.townparkpoolerhoa.com
- Card holders are limited to 6 people per household.
- Failure to abide by any of the amenity rules will result in a 30-day deactivation and a violation for the first offense, a 60-day deactivation and a fine of \$100.00 for the 2nd offense, all subsequent violations will result in a 60-day deactivation and a fine of \$175.00 per offense.
- No smoking or vaping is permitted in the pool enclosure, fitness center, clubhouse or within 25' of an entry point (door or gate).

Pool Rule

- WARNING- NO LIFEGUARD ON DUTY
- Unattended solo bathing is prohibited.
- Children shall not use the pool without an adult in attendance (adults are considered to be 18 or older).
- Children, three years and younger, as well as any child not potty trained, must wear snug fitting plastic pants or a weather resistant swim diaper.
- **No glass** allowed in or around the pool.
- No food, drink, or wrappers shall be permitted within 10 feet (10') of the swimming pool, water slide or spray pool.
- No running or rough play allowed.
- No spitting, spouting of water or blowing noise in pool.
- No cut-offs allowed.
- No diving.
- No pets allowed in the pool area.
- Bicycles are not allowed in the pool area.
- No swimming allowed during heavy rain or when thunder and lightning can be seen or heard.
- Gates shall be closed after entering and exiting the swimming pool area.
- This facility is for the use of Town Park Amenity members and their guests only. An amenity card and state issued picture identification is required to be in the pool area.
- Use of the amenity area is at risk of the individual; the Homeowners Association assumes not responsibility or liability for any accidents or injuries.

Playground rules

- Do not use equipment when wet.
- No running, pushing, or shoving.
- Do not use play equipment improperly.
- No bare feet. Proper footwear required.
- Adult supervision required (18 or older).
- Do not use play equipment unless designed for your age group.
- Play at your own risk.
- If you notice any broken equipment or playground hazards, please report it to the Management Company.
- Play area is closed from dusk to dawn.
- No pets are allowed in the playground area.
- No glass allowed in the playground area.
- The playground is for the residents of Town Park only.

Gates shall be closed after entering and exiting the playground area.

GENERAL- The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by Declarant or any Tract Owner to assist in the sale of property described in Exhibits "A" or "B", offices for any property manager retained by the Association, or business offices for Declarant, any Tract Owner or the Association) consistent with this Declaration and any Supplemental Declaration. Except as provided above, Units may be used for fee simple single-family residences only and

for no other purpose. Units may be leased only in their entirety, no fraction or portion consisting of less than the entire Unit to be leased. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. Leases must be for an initial term of not less than six (6) months. No Vacation rentals.

ANIMALS AND PETS- No animal, livestock or poultry of any kind shall be maintained on or within a Lot or Unit, except not more than three (3) household pets (including no more than two (2) dogs, neither of which may exceed 75 pounds in weight) may be kept or maintained on or within a Lot or Unit, provided that such animals or pets are not kept, bred, or maintained for a commercial purpose and, provided further, that they shall not, in the sole discretion of the Board of Directors, constitute a nuisance, be found to be aggressive toward people or other domestic animals, or cause unsanitary conditions.

CLOTHESLINE- No clotheslines or other devices designed for drying clothes outside of a Unit shall be permitted within the Property.

DECORATIONS- Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on outside walks, doors, patios, decks, or balconies of any portion of the Property, including the Lots and Units, and all interior window treatments that are visible from outside the Unit shall be white, beige, off-white or opaque coloring. Bedding sheets, plastic sheets or other non-conventional window treatments shall not be used to cover windows.

DRAINAGE DITCHES- No change shall be made in the level or courses or condition of any drainage ditch or swale on the Property without the prior written approval of the Declarant and the Board of Directors.

FENCES- No fence, wall or other barrier shall be constructed on any lot without ARC approval.

FIREARMS, ARCHERY, HUNTING- No firearms, including but not limited to rifles, shotguns, pistols, pellet guns or BB guns shall be discharged within the property. No archery equipment shall be shot or used within the Property. No fishing and no hunting or shooting of birds, squirrels or other animals shall be permitted within the Property.

FUEL TANKS- No fuel tanks or similar storage receptacle may be exposed to view on a Lot. Fuel tanks or similar storage receptacles may be installed only within a Structure, within a screened area or buried underground, as approved by the ARC in its discretion.

LIGHTING- No exterior lighting shall be directed outside the boundaries of a Lot except for required street lighting and parking lot lighting.

HOLIDAY DECORATIONS- All holiday decorations must be removed within fifteen (15) days of the holiday or celebration. Consideration of neighbors should be exercised when decorating for any occasion. All holiday lighting should be considered temporary and may not be installed prior to (30) thirty days before the holiday and must be removed within (15) fifteen days after the holiday. Decorations may not include any audio.

HOME OCCUPATIONS- No home occupation, business, trade, or profession of any kind shall be conducted, maintained, or permitted in any Lot or Unit unless the following guidelines are followed. (a) the existence of the operation of the activity is not apparent or detectable by sight, sound or smell from the outside of the Lot or Unit; (b) the activity conforms to all zoning requirements for the Property; (c) the activity does not involve visitation of the Lot or Unit by clients, customers or suppliers, or door-to-door solicitation of other Owners; (d) the activity does not increase traffic or include frequent deliveries to or from the Lot of Unit; and (e) the activity is consistent with the residential character of the Community and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of the resident of other Lots or Units, all as determined in the sole discretion of the Board.

LANDSCAPING AND EXTERIOR MAINTENANCE- In addition to the maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follow: building exteriors, roofs, trees, shrubs, landscaping, and other improvements. Such exterior maintenance shall not include screens, windows, or glass surfaces.

In the event that maintenance or repair of a Lot or the improvements thereon is needed or required due to the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, servants, guest, tenants, lessees, or invitees of the Owner, the cost of each exterior maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject.

MOVING TRUCKS, TRAILERS & PODS- Moving trucks, trailers or PODS are only permitted to remain on site for 5 days.

PARKING-All vehicles, including but not limited to, automobiles, trucks, and motorcycles, must be parked in garages, on the driveway area of a Unit or temporarily (not to exceed 24 hours) in a parking space on common area designated by the Association for guest parking. Storage of vehicles is not permitted in overflow parking. Parking by the mailbox area may not exceed 5 minutes. No parking is permitted on the grass, sidewalks, curbing, or double-parked behind other vehicles in their driveway, except when loading or unloading persons or objects. All vehicles parked on the property must be operable, have inflated tires, and have current tags. Disabled vehicles or vehicles under repair are not permitted. No commercial vehicles, oversized vehicles, recreational vehicles, boats or trailers of any type are permitted in the parking areas. Violators will be towed at the owner's expense.

RECREATIONAL VEHICLES- No commercial vehicles, buses, trailers, camping trailers, motor homes, recreational vehicles or boats may be maintained or parked within the Property.

SATELLITE DISH- If you wish to install satellite TV, please first check with the service provider to see if the antenna dish can be placed on your patio below the level of the top of the patio fence. If this is not possible, the next preference would be to install the receiver dish within 4' of the end of the building where the communication access wires are located and kept as low to the ground as possible. The last option would be to install the dish on the roof; the preference is that it is installed below the roof peak. The goal is that it is not visible from any point in front of your unit. Unit Owners accept responsibility for any needed repairs/maintenance to the roof caused by this type of installation. Under no circumstances is it permissible to install your dish on a neighbor's roof or any area that is not your property.

SIGNS- No signs shall be displayed upon the Property other than those displayed while the home is sold for new construction or a professionally made sign identifying a lot unit "For Sale" or "For Lease" and does not exceed four (4) square feet in area; all as approved by the ARC at its sole discretion. No other signs, including but not limited to directional signs, shall be placed anywhere within the Property, including but not limited to rights-of-ways unless approved by the Declarant or ARB in their sole discretion.

SWIMMING POOLS- No swimming pools shall be constructed or installed on any Lot.

TEMPORARY STRUCTURES- No temporary structure including, but not limited to tents, shacks and mobile homes shall be placed on any Lot at any time; provided, however that this probation shall not apply to Declarant or its Affiliates, or to Builders in compliance with construction guidelines adopted by the Board.

ENFORCEMENT OF RULES- All Association Rules and Regulations and all rules set forth in the Community Covenants and Restrictions shall be vigorously enforced by the Association, its members, the Board of Directors, and the

Managing Agent, and all committees of the Association. The managing agent will do periodic inspections of the community and record violations to be reviewed by the Board of Directors. Homeowners shall be notified in writing of the alleged violation and said violation must be corrected immediately unless additional time is given according to the violation notice. The alleged violator may, within ten (10) days of the date of this notice, may present a written request to be heard by the Board. The Board, a Board committee or Board member appointed for such purpose shall meet and afford the alleged violator a reasonable opportunity to be heard. If a timely request to be heard is not made, the Board shall impose the sanction stated in the notice. Violations must be amended and maintained to avoid additional violations for an offense of the same type. Immediate correction of any violation does not relieve the owner of a fine incurred. Fines will be assessed according to the structure below.

Owner's voting rights and rights to the use of recreational facilities by the Owner, Owner's family; tenants and guests may be suspended or limited in addition to fines being levied.

First Offense: Written letter of warning. Notice to homeowners giving nature of alleged violation.

Second Offense: \$100.00 fine for same violation, to be added as additional HOA fees. Unpaid fines are collectible in the same manner as unpaid monthly assessments and may result in a lien on an owner's unit.

Third Offense and Subsequent Notice of Violation: The HOA may choose to fix or repair the problem at the owners' expense or impose a \$175.00 fine for the same violation, to be added as additional HOA fees. Unpaid fines are collectible in the same manner as unpaid monthly assessments and may result in a lien on an owner's unit.

Owners may be required to remove any exterior improvement (at their expense) which did not receive ARB approval.

A violation by a rental tenant or guest shall be treated as a violation by the homeowner. The owner shall receive the letters cited above which shall outline a complaint for a violation committed by their resident.

Rules and Regulations may be amended, repealed, and adopted from time to time by the board of directors. Proposed amendments may be published, but are not required to be published, in the Association's newsletter or community website.