

RESTRICTION MODIFICATION

Rec: \$25.00 Cnty: \$0.00 State: \$0.00

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FILED IN LEXINGTON COUNTY, SC

Tina Querry

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

**MEMORANDUM OF FILING OF THE
REGULATIONS
OF THE
PENINSULA AT TIMBERLAKE
HOMEOWNERS
ASSOCIATION, INC
(See Book 3740/Page 171)**

WHEREAS this Memorandum of the Peninsula at Timberlake Association, Inc. (the "Association") is executed this 1st day of November, 2022 (the "Effective Date") by the undersigned duly authorized representative of the Association.

WHEREAS the Association was formed by the Developer/Declarant in accordance with the Declaration which is dated the 23rd day of May, 1996, and recorded in the office of the ROD/RMC for Lexington County on the 23rd day of May, 1996, in Record Book 3740 at page 171, as amended from time to time; and

WHEREAS the South Carolina Homeowners Association Act, *S.C. Code Ann. 27-30-110, et. Seq.*, (the "Act") requires the Association to record a copy of all governing documents, rules, regulations, and amendments to rules and regulations, as defined in the Act, of the Association in the office of the ROD/RMC in the County in which the subdivision is located; and

WHEREAS the Association desires to comply with the requirements of the Act by filing this Memorandum and the attached governing document, rule, regulation, or amendment to the rules and regulations of the Association (hereinafter the "Filing") as set forth in the Exhibit attached at the end of this Memorandum;

NOW THEREFORE, the undersigned officer of the Association hereby records and certifies that the Filing as set forth in Exhibit "A" attached to this Memorandum is current, as initially adopted or, where applicable, as last amended by the Association as of the Effective Date to the best of the undersigned officer's knowledge and belief.

IN WITNESS WHEREOF, the undersigned officer of the Association has caused this instrument to be executed the day and year first above written.

WITNESSES:

Jeanett Estes

Witness #1

JEANETT ESTES

(Print Name)

Elizabeth A. Pitte

Witness #2/Notary

Elizabeth S. Pitts

(Print Name)

Homeowners Association, Inc.

By: M. Judson Smith

M. Judson Smith for M.J.S. Inc.

(Print Name)

Its: Association Treasurer

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF Richland)

I HEREBY CERTIFY, that on this 1st day of November , 2022, before me, the undersigned Notary Public of the state and county aforesaid, personally appeared known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within document, who acknowledged the due execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for South Carolina
My Commission Expires: 8/20/25

[Signature]

Kelly Decker

(Print Name)

REGULATIONS
FOR
Peninsula at Timberlake

Originated: 11/27/13
Amended: July 2014

INTRODUCTION

This document, the Regulations for **Peninsula at Timberlake**, defines and extends some of the rights and authority granted to the Association by the Declaration of Covenants, Conditions, Restrictions and Easements for **Peninsula at Timberlake** (Declaration). Further, this document creates additional Regulations for the entire community, for the use of lots and Common Areas (if any are dedicated) within the community and for the actions and behavior of all property owners and renters, their family members, guests, invitees, licensees and permittees, while residing in and visiting the community or while using Common Areas and facilities (if any) within the community. Additional Restrictions and Regulations are set out in the Declaration.

We encourage you to review this document, to familiarize yourself with the Regulations that are set out here and in the Declaration and to embrace the standards established by these documents as they are intended to help the Association and its homeowners maintain a secure and harmonious environment within the community.

Capitalized terms used in this document shall have the same meaning as the definitions in the Declaration, as amended, and should there be any conflicts between these Regulations and the Declaration, the Declaration shall control.

SCOPE OF AUTHORITY GRANTED

The scope of the authority granted to the Association, is set out in the Declaration, which encumbers every Lot, road right-of-way and all Common Areas (if any), as well as in the Association's By-laws. In addition to creating certain specific Restrictions and Regulations, the Declaration authorizes the Association to create additional Regulations for the Lots, road right-of-ways and Common Areas. The Association is also authorized by the Declaration to amend those Regulations contained in this document and the Architectural Review Guidelines as well as any other Regulations the Association might create and add to these documents from time to time.

To assure compliance with the Declaration and this document, the Declaration and this document make available to the Association, remedies to enforce the Declaration and any restrictions or Regulations set out in the Declaration or in this document. Additionally, the Declaration defines the Association's authority to waive or grant variances to specific Regulations.

VARIANCES

The Association shall have the right to, as determined in its sole discretion, waive or grant temporary or permanent variances to any Regulation set out in this document that are not violations of the Declaration. All variances shall be in writing and shall be specific as to the time period for which it is in effect and the action that is to be allowed. **Nothing herein shall be deemed to allow the Board of Directors to grant variances to any law or ordinance or to the ruling or decision of any governmental body having jurisdiction.**

VIOLATIONS: NOTICE, APPEAL AND REMEDIES

NOTICE OF A VIOLATION

Notice of violation of the Declaration and the By-Laws of the Association or of the Regulations of the Association shall be posted on a Lot or written notification from the Association shall be sent to the Lot Owner at the address shown in the records of the Association. Notices shall cite: the nature of the violation, the corrective actions required, the date of the notice and the deadline for compliance or the time in which the corrective action must be completed and an address for written response from the Lot Owner in violation, if any.

APPEAL/RESPONSE TO NOTICE OF A VIOLATION

Except in the case of an emergency, which shall be denoted on any notice of a violation, or as otherwise provided in these Regulations, the By-laws, or the Declaration, Lot Owners shall have a period of ten (10) days from the date of notice indicated upon the notice of a violation (or such other timeframe as stated in the notice) in which to contest the initial finding of the Association with respect to a violation, any corrective actions that it may require, or the time frame that has allowed by the Association for completion of the corrective action. Any request for appeal submitted by an Owner shall be in writing and shall be delivered to the location noted on the notice for response prior to 5:00 PM on the tenth (10th) day or the date stated in the notice of violation.

Upon the appeal of an initial decision of the Association by a Lot Owner, the Association shall determine what action by the Lot Owner, if any, is appropriate and warranted and shall notify the lot Owner of its decision providing a timeframe for compliance, if any is required. The decision of the Association shall then be final and may no longer be appealed. Neither the Developer nor the Association, When Empowered, is mandated by an appeal to allow additional time for compliance by a Lot Owner, but may do so at its sole discretion.

If the Lot Owner does not submit a written request for appeal of a decision of the Association within the ten (10) days (or such other period set out in the notice) or does not correct the violation within the time specified in the notice, and if the Association determines that Assessments for Non-compliance and/or corrective action are warranted, the Association may take corrective action at the lot Owner's expense and the Association may levy all appropriate Assessments.

REMEDIES FOR NON-COMPLIANCE

In accordance with the governing documents, the Association may levy an Assessment for Non-compliance against the Lot of any Lot Owner who fails to comply with a notice of violation from the Association. Though some of the other remedies of the Association, are more specifically defined in the Declaration and in the By-laws of the Association, upon notice to any Lot Owner, the Association shall have the right to require that any violation of the Declaration, By-laws, the Architectural Guidelines and these Regulations be corrected within a reasonable time frame provided in that notice and, unless otherwise provided in these documents, to take appropriate action to remedy the violation, including but not limited to any action at law. The cost of that correction, together with the cost of any action such as the cost of any supervision and/or management of these activities taken by the Association to insure that this compliance is achieved; any Assessments for Non-Compliance levied by the Association and any collection cost or attorney fees, may then be added by the Association to the Association's continuing lien on that Lot and shall

become the personal obligation of the Owner or Co-owner(s) of the Lot.

GENERAL REGULATIONS

PROPERTY MAINTENANCE AND USE

USE OF PROPERTY

Unless otherwise designated in a Supplemental Declaration filed by the Developer for additional phases of the community, all Lots shall be used for single-family residential purposes only, and no commercial enterprise, business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Developer or the Association, When Empowered. The term "business" shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. **The Association shall at all times have the authority to determine in its sole discretion whether or not an activity falls within the parameters of a commercial enterprise, business or business activity and whether or not that activity requires approval by the Association in order to be conducted. It is therefore prudent for a Lot owner to consult the Association prior to commencing any activity that might conceivably be considered by the Association as a commercial enterprise, business or business activity and if approval is required, to obtain that approval in writing.**

Nothing herein shall prevent the Developer or any builder of homes in the community approved by Developer from using any Lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in the community, including the establishment of one or more model homes; or, to the extent allowed by applicable zoning laws, a private office to be maintained in a dwelling located on any of the Lots, subject to any and all conditions established by the approval granted by the Developer or the Association, When Empowered.

Notwithstanding the above, the leasing of a home on a Lot shall not be considered a trade or business within the meaning of this section. Whether or not it is specifically stated in a lease agreement, the Declaration makes all leases subject to the Declaration, By-Laws, the Regulations and the Architectural Guidelines. In addition, the Declaration requires all tenants and their guests to comply with these documents and makes the Lot Owner responsible for providing the tenant with notice of this fact and the requirements under these documents and for the actions of the tenant and of their guests.

With the exception of Association/Community sponsored events, no garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot without the approval of the Association, except that an Owner or occupant residing in a Lot may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Structures on the Lot; (b) the business activity conforms to all zoning requirements for the Properties and all other applicable laws and regulations; (c) the business activity does not involve persons coming onto the Lot or into the Properties who do not reside on that Lot or in the Properties or door-to-door

solicitation of residents of the Properties in any way; and (d) the business activity is consistent with the residential character of the Properties and does not constitute any sort of a nuisance, or create a hazard or offensive use of any type or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Association; or (e) the event is a community / association approved event. No signage advertising or identifying a commercial enterprise, business, or a business activity (including garage sales) may be displayed on a Lot, from a Structure located on a Lot where it is in any way visible outside of that Structure, within any location abutting a private or public road right-of-way within the Properties or within a public road right-of-way abutting the Properties without the approval of the Association.

LOT OWNER'S RESPONSIBILITY

The Declaration requires that each owner comply with the Regulations. It is the responsibility of each lot/home owner to obtain a copy of these documents, to familiarize themselves with these documents and to require that their family members; guests, invitees, licensees and permittees do so as well. Failure on the part of an owner to acquire or to be provided with a copy of the Declaration, the Architectural Review Guidelines or the Regulations or to review these documents upon receipt does not in any way minimize the rights of the Association to enforce the terms of these documents or relieve an owner of the obligation of that owner, its family, its guests, its invitees, its licensees or permittees of their obligation to comply with these documents or the regulations set out in them.

MAINTENANCE ROAD RIGHT-OF-WAY

As further defined in the Declaration, unless designated as a Common Area or unless the responsibility for maintenance of this area is assumed by the Association as part of the Area of Common Responsibility, each homeowner shall be responsible for the installation (if landscaping acceptable to the Association does not already exist) and continued maintenance of landscaping in any portion of the road right-of-way that exists between the back of the curb (or the actual pavement, where no curbing exists) and their property line. As with all Structures located upon a Lot, including landscaping, the installation of all Structures located within these areas shall be subject to the approval of the Association and the quality of maintenance within these areas shall be subject to the standards established by the Association. All remedies available to the Association for the failure of a Lot Owner to obtain approval for the installation of a Structure or for failure of a Lot Owner to properly maintain a Structure in these areas in accordance with the standards established by the Association, including landscaping, shall be the same as those remedies available to the Association for Lot Owners who fail to properly obtain approval, install and maintain Structures on their Lots.

WINDOW TREATMENTS

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UNSIGHTLY OR UNKEMPT CONDITIONS

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt conditions on their Lot, including the failure to properly install or maintain landscaping. The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. No Lot or Structure on a Lot within the Properties shall be used, in whole or in part, for

the storage of any property or thing that will in the sole *opinion* of the Association, cause such Lot or Structure to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of community or the surrounding property. As set out in the Declaration, all Lot Owners are responsible for the maintenance of landscaping and the removal of debris from their Lot. In addition, whether addressed in the Declaration or not, all Lot Owners shall be responsible for the maintenance of landscaping in and for the removal of debris from within the road right-of way abutting their lot.

All exterior porches, patios and other Structures of this type as well as other locations on the lot that can be viewed from another Lot or the street are to be kept free and clear of unnecessary debris and clutter. Only outdoor furniture of a type and in a quantity appropriate for use on a Structure of this type shall be used on a permanent basis on these Structures or on the Lot. The authority to determine what type and quantity of furniture is appropriate and what constitutes excessive debris or clutter shall be that of the Association. No appliances shall at any time be stored on an exterior porch, patio or other like structure.

Fines for non-compliance of unsightly or unkempt conditions are as follows, but not limited to the enforcement of the Community Declarations:

1st offense or notice – courtesy notice of non-compliance is sent out to owner with time frame of allowed correction period.

2nd offense or notice – a follow-up letter addressing the issue of non-compliance with notation of 1st offense letter date and a **\$50.00** fine (or such amount as may be determined by the Board).

3rd offense or notice - **\$50.00 to \$250.00** fine (or such amount as may be determined by the Board) and notice of failure to comply with rules/regulations set forth by the Association will constitute immediate grounds for the HOA to take the appropriate action to remedy the violation, including but not limited to any action at law. The cost of that correction, together with the cost of any action such as the cost of any supervision and/or management of these activities taken by the Association to insure that this compliance is achieved; any Assessments for Non-Compliance levied by the Association and any collection cost or attorney fees, may then be added by the Association to the Association's continuing lien on that Lot and shall become the personal obligation of the Owner or Co-owner(s) of the Lot in violation of Non-Compliance.

GARAGE DOORS

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GARBAGE AND REFUSE DISPOSAL, GARBAGE CONTAINERS

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose and which are approved by the Association and screened from public view in a manner acceptable to the Association. All equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Lot, street or upon any Common Area and all of these areas shall be kept clean at all times. If such

litter or other materials is found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Association. Should the Owner fail to remove the refuse within the period set out in the written notice, the Association shall have the right to see that the refuse is removed by an appropriate party and to have the Association assess the Owner of that Lot for all of the costs associated with that removal, together with any collection costs, which shall become a part of the Association's continuing lien on the lot.

The Association shall approve the size, type and storage location of all garbage containers. Except on the day of pickup by the garbage collector, all containers shall be located in a garage or in rear yards or side yards, screened or walled from front streets and adjoining properties in a manner approved by the Association. Containers shall not remain on the street past 9:00 AM on the morning following pickup.

There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, storm or other drainage system pipes; catch basins, yard drains, stream, pond, lake or on any Lot, street or Common Area within the Properties, except that fertilizers may be applied to landscaping on Lots and in Common Areas, provided care is taken to minimize run-off. For a limited period of time acceptable to the Association and subject to additional conditions set by the Association or by a governmental entity or municipality responsible for its removal, where removal of such material is regularly provided by that entity or a provider contracted by that governmental entity for its removal, trash and debris acceptable to the Association may be placed on the roadside for normal pick up. Upon notice from the Association that the type, quantity, location, condition of the trash or debris is unacceptable or that the time frame that the trash or Debris has or will remain in view is unacceptable, an owner shall remove such trash and debris from view of the street and other Lot Owners or from the Lot if directed to do so by the Association.

Each Owner or Builder shall maintain its Lot in a neat and orderly condition throughout initial construction of a residential dwelling and not allow trash and debris from its activities to be carried by the wind or otherwise scattered within the Properties. Each Owner shall keep roadways, easements, swales, and other portions of the Properties clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in a standard size dumpster or other appropriate receptacles and removed regularly from Lot and shall not be burned, buried or covered on the Lot. Any Lot on which construction is in progress may be policed prior to each weekend, and during the weekend, all materials shall be neatly stacked or placed and any trash or waste materials shall be removed. Fines for non-compliance of garbage and refuse disposal and storage of garbage containers are as follows:

1st offense or notice – courtesy notice of non-compliance is sent out to owner with time frame of allowed correction period.

2nd offense or notice – a follow-up letter addressing the issue of non-compliance with notation of 1st offense letter date and a \$50.00 fine (or such amount as may be determined by the Board).

3rd offense or notice - \$50.00 to \$250.00 fine (or such amount as may be determined by the Board) and notice of failure to comply with rules/regulations set forth by the Association will constitute immediate grounds for the HOA to take the appropriate action to remedy the violation, including but not limited to any action at law. The cost of that correction, together with the cost of any action such as the

cost of any supervision and/or management of these activities taken by the Association to insure that this compliance is achieved; any Assessments for Non-Compliance levied by the Association and any collection cost or attorney fees, may then be added by the Association to the Association's continuing lien on that Lot and shall become the personal obligation of the Owner or Co-owner(s) of the Lot in violation of Non-Compliance.

COMBUSTIBLE LIQUID:

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BEHAVIOR

OFFENSIVE ACTIVITIES:

No immoral, improper, noxious, offensive or illegal activities including, but not limited to vulgar, abusive or otherwise inappropriate language or gestures and indecent exposure, the inappropriateness of all of which shall be the determination of the Association shall be carried on upon any Lot, Common Area or any other portion of the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any of the Owners or Co-owners of other Lots in the Community or any person using any lot or common area within the Properties, as determined by the Developer or the Association, When Empowered, in its sole discretion. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by the Association shall be located, installed or maintained upon the exterior of any home site unless required by law. Any siren or device for security purposes shall contain a device or system, which causes it to shut off automatically. All valid laws, ordinances and regulations of all governmental agencies having jurisdiction shall be observed.

Fines for non-compliance of Offensive Activities are as follows:

All offensive activities may be reported and filed with the County Sheriff's Department

~~[Fines Deleted]~~

QUIET ENJOYMENT

The development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant.

Quiet hours within the community will be observed from 11:00 P.M. – 8:00 A.M. TV's, radios, stereos shall be played at reasonable levels at all times. The same applies to the use of lawn mowers, weed eaters, tools and other such equipment and vehicles that create loud noises when used.

Fines for non-compliance of Quiet Enjoyment are as follows:

1st offense or notice – courtesy notice of non-compliance is sent out to owner with time frame of allowed correction period.

2nd offense or notice – a follow-up letter addressing the issue of non-compliance with notation of 1st offense letter date and a **\$50.00** fine (or such amount as may be determined by the Board).

3rd offense or notice - **\$50.00 to \$250.00** fine (or such amount as may be determined by the Board) and notice of failure to comply with rules/regulations set forth by the Association will constitute immediate grounds for the HOA to take the appropriate action to remedy the violation, including but not limited to any action at law. The cost of that correction, together with the cost of any action such as the cost of any supervision and/or management of these activities taken by the Association to insure that this compliance is achieved; any Assessments for Non-Compliance levied by the Association and any collection cost or attorney fees, may then be added by the Association to the Association's continuing lien on that Lot and shall become the personal obligation of the Owner or Co-owner(s) of the Lot in violation of Non-Compliance.

GUNS, WEAPONS AND NOISEMAKERS: [Amended]

The discharge of firearms on the Properties is prohibited.

All violations of this nature may be reported to the County Sheriff's Department. [Amended]

VEHICLES AND PARKING

INOPERATIVE AND UNLICENSED VEHICLES, AUTOMOTIVE REPAIRS

No inoperative or unlicensed vehicles may be parked on a lot except in a garage. No auto maintenance or repairs of a commercial nature (Maintenance or repairs other than on your own vehicle or maintenance or repairs on any vehicle, including your own vehicle, which is of a nature other than minor maintenance or repairs. Minor maintenance and repairs shall be oil changes, belt replacement or general cleaning that do not make the vehicle inoperative for more than two (2) days or that may in no way create excessive noise or draw undue attention to the activity) shall be allowed on a lot. No vehicles, of any type, without mufflers shall be allowed on premises.

COMMERCIAL AND RECREATIONAL VEHICLES

No commercial vehicles, motorcycles, boats or boat trailers, "jet skis", personal water craft or other watercraft, utility trailers, campers, mobile homes, tractors, buses, farm equipment, recreational vehicles, all-terrain vehicles, go-carts, mini bikes, pocket bikes, motorcycles (except licensed street bikes as determined by the Association) scooters, golf carts, other towed vehicles, vehicles on blocks, unlicensed vehicles or similar vehicles (collectively vehicles) may be placed or parked on any street within the community or on any paved or non-paved area of a Lot or adjacent Lot, unless such vehicle is parked inside a totally enclosed Structure or screened area specifically approved for that purpose by the Association. Service and delivery vehicles may be parked in the Properties during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery within the Properties. This provision shall not apply to the Declarant or to any Builder in the process of constructing approved improvements.

The Declarant and/or the Association may designate certain parking areas within the Properties for recreational vehicles subject to reasonable rules and fees, if any.

Fines for non-compliance of Commercial and Recreational Vehicles are as follows:

1st offense or notice – courtesy notice of non-compliance is sent out to owner with time frame of allowed correction period.

2nd offense or notice – a follow-up letter addressing the issue of non-compliance with notation of 1st offense letter date and a **\$50.00** fine (or such amount as may be determined by the Board).

3rd offense or notice - **\$50.00 to \$250.00** fine (or such amount as may be determined by the Board) and notice of failure to comply with rules/regulations set forth by the Association will constitute immediate grounds for the HOA to take the appropriate action to remedy the violation, including but not limited to any action at law. The cost of that correction, together with the cost of any action such as the cost of any supervision and/or management of these activities taken by the Association to insure that this compliance is achieved; any Assessments for Non-Compliance levied by the Association and any collection cost or attorney fees, may then be added by the Association to the Association's continuing lien on that Lot and shall become the personal obligation of the Owner or Co-owner(s) of the Lot in violation of Non-Compliance.

PASSENGER VEHICLES

Subject to the conditions set out in the Regulations, no passenger vehicle may be parked on any portion of a Lot, specifically landscaped areas, other than paved areas designed for that purpose. All passenger vehicles may be parked in garages or on driveways; if the Association determines that the number of vehicles or their type or condition is not detrimental to the good of the community or its residents. Parking on the street of any passenger vehicle is strictly prohibited when there is available space in the driveway or garage (use of the garage as a general storage area does not eliminate it from being an "available" parking location).

Where all available driveway and garage spaces are utilized by other vehicles, parking on the street of a passenger vehicle of a lot owner shall not be allowed when it is frequent, habitual or continuous and parking on the street of a passenger vehicle of a lot owner or of the temporary guest of a lot owner shall only be allowed if it is temporary in nature (less than four (4) hours) and in a manner or location that is neither a nuisance to any other lot owners, unsafe or hazardous to traffic or to persons within the community.

Where all available driveway and garage spaces are utilized by other vehicles, parking on the street of a passenger vehicle of a guest of a lot owner that is actually residing in the home of that lot owner overnight or for a limited period of time (no more than seven (7) days) is permitted as long as the manner or location are not a nuisance to other lot owners, unsafe or hazardous to traffic or to persons within the community. The parking of the vehicle of the guest of a lot owner who is residing in the home of that lot owner overnight or for a longer period shall be permitted as long as the vehicle is not parked on the street for more than twelve (12) consecutive hours in any forty-eight (48) hour period or, based then upon special circumstances, only if approved by the Association for longer periods. Written notice of such requests must be submitted prior to the guest(s) arrival.

An example of parking that would constitute a nuisance to other lot owners would include, but not be limited to, blocking or impeding the use of a driveway by another homeowner. Examples of

parking in a manner that is unsafe or hazardous shall include, but not be limited to, parking in a manner or location that: interferes with appropriate sight-distance for the roadway, is on a hill where visibility is limited, is on a curve where visibility is limited, is near an entrance or intersection or is near a common area where children might be playing or where other persons might collect on a frequent basis.

No curbside parking areas may be created by expanding any portion of the street pavement without the approval of the Association.

In all cases the Board of Directors of the Association shall, at its sole discretion, determine what constitutes the proper number and type or condition of vehicles that are appropriate for a lot, a commercial or passenger vehicle, commercial maintenance and repairs, a nuisance to other lot owners, improper parking and unsafe or hazardous parking. The Association may tow or otherwise remove any vehicle or passenger vehicle parked in violation of this Regulation after notice to the Lot Owner of the violation, immediately in cases of a hazard or an emergency or upon the continued violation by that Lot Owner or the Lot owner's guest, after the initial notice is provided to that Lot Owner.

While the Association is not empowered to enforce the laws established by any governmental authority having jurisdiction, all vehicles are to observe the 25 mph speed limit that is posted for all roads in subdivision. Any and all vehicles perceived to be speeding may have the make, model, color, tag number, time of day, and description of the driver reported to the County Sheriff's Department Resident Officer for follow-up as reported. A violation complaint form may be filed with the Association and upon review; the Association may at its option provide the offending homeowner with a notice of non-compliance. Any aggrieved homeowner may without the involvement of the Association provide the governing authorities with notice of the infraction through that authority's recommended or established process.

ANIMALS AND PETS

As further stated in the Declaration, no animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number. The Board of the Association from time to time may determine the number and type of acceptable household pets. No animals shall be kept, bred or maintained for commercial purposes and all animals must be properly cared for and kept free of contagious diseases and where applicable must display proof of vaccinations on animals at all times.

All pets shall be controlled by the owner whenever outside a home and shall be kept in a manner that prevents excessive barking or other acts that would, in the opinion of the Association, constitute a nuisance to other owners in the community. The owners of the pet shall be responsible for all of the pet's actions and comply with ALL County Leash Law Ordinances. If, in the sole opinion of the Board, any animal becomes destructive of wildlife, dangerous or an annoyance or nuisance to the Owners of Lots within the Properties or of a nearby property, such animal shall be removed from the Properties upon notice from the Association.

No pet shall be allowed by its owner to roam free (without being contained within a fenced area on the lot or, when not within a fenced area, confined by a leash) or to deposit its feces on the lot of another owner or on a common area. Those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the

Properties shall be removed by the Owner, upon notice from the Association. The Association may remove any pet, if that Owner fails to remove the pet after proper notice from the Association. Should a pet deposit its feces on the lot of another Owner or upon a common area, it shall be the responsibility of the pet's owner or the Owner of the Lot where the pet is kept to immediately remove the feces.

PLAYGROUND EQUIPMENT, BASKETBALL GOALS, AND SWIMMING POOLS

PLAYGROUND EQUIPMENT IN COMMON AREAS

Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

BASKETBALL GOALS

[Deleted]

SWIMMING POOLS

No above ground swimming pools are allowed within the community.

All in-ground pools must be approved by the Association. There will be absolutely no exceptions. The homeowner must submit an Architectural Review Application for Association review and approval. Homeowners who fail to comply with these rules and regulations hereby set forth by the Association will receive a notice of non-compliance with a reasonable period (determined by the Board of Directors) to remedy the situation. The Homeowner at that time, must, in writing, respond to the notice and submit a detailed account of how they plan to remedy the issue. A fine may be imposed on all Homeowner's that choose to violate this regulation of up to \$1,000.00, which will be determined at the discretion of the Board.