THE GLEN AT CEDAR CREEK HOMEOWNERS' ASSOCIATION, INC.
("GCC")
RULES, REGULATIONS, AND POLICY GUIDELINES
ADOPTED October 25, 2022
(Revised April 21, 2026)

I. DEFINITIONS

A. Capitalized terms in these Rules and Regulations shall have the meaning ascribed to them in the Third Amended and Restated Declaration of Restrictions and Covenants for The Glen at Cedar Creek dated, September 13, 2022 and recorded with the Ozaukee County Register of Deeds on September 22, 2022, as Document No. 1141658 and/or the Amended and Restated Bylaws of The Glen at Cedar Creek Homeowners Association, Inc. adopted on September 13, 2022, as the case may be as each may be amended. The use of pluralization of a defined term herein does not change the meaning ascribed to the defined term herein.

II. USE

A. No Dwelling shall be occupied or used for any purpose other than as a private residence, provided however that any lawful occupation or home business that is permitted by zoning ordinance, and is clearly customary, incidental and accessory to the use of the premises as a Dwelling and which does not alter the exterior of the Dwelling or affect the residential character of the neighborhood is allowed. In all cases such business shall be required to comply with the following requirements:

1. Must be conducted within the interior of the Dwelling;

2. There shall be no outdoor signage, storage or display of goods in conjunction with the business, nor any outdoor operations;

3. Storage of goods within the Dwelling shall be in such manner so as not to be visible from the outside of the Dwelling;

4. Shall employ no more than one (1) person in addition to owner(s) on premises;

5. May not cause substantial increases in on-street parking or traffic in the Subdivision;

6. Shall not create any offensive noise, smoke, dust, odors or similar offensive effects, or maintain any activity which is or may become a nuisance or in any way detract from the peaceful and residential character of the Subdivision;

7. Shall not require trash or recyclable pickup in excess of that normally required of a Dwelling.

8. No alteration of the Dwelling shall be made which changes the residential character of the Dwelling, and any exterior alterations shall be consistent with the Declaration, Bylaws and Rules & Regulations and require prior written approval of the ACC.

9. Working remotely (i.e., at a home office) for an employer is allowed.

III. LEASES

A. The leasing or rental of a Lot, Dwelling, garage or driveway is not permitted except leases from an Owner to the Association and except that a garage can be rented to another Member. Also, Airbnb, VRBO, or any other such arrangements are not permitted, for any period of time.

IV. PERSONAL PROPERTY

A. Garden hoses, when not in use, shall be removed from grass areas of the yard and from the driveway. They can be stored in a hose container or coiled and placed in mulched areas of the yard so they do not interfere with mowing.

B. Cooking grills, table and chairs, and sun umbrellas are approved for use and storage on the patio, deck, or porches. Cooking grills of any nature are prohibited in the front of the dwelling or on the front porch. Covers (grill, air conditioning, furniture, etc.) for winter shall be properly secured for weather conditions and such covers shall be of a color consistent with the color of the Dwelling (black, gray, tan, or taupe).

C. Laundry poles or clotheslines are not permitted.

D. Other than porch/deck/patio furniture and furnishings and/or landscape bed decorative items, Members, on a daily basis, are responsible for cleaning up any other personal property items located in their yards and storing the items inside. Outdoor furniture, furnishings and decorations on a porch/deck/patio must be kept in good repair, must be reasonably limited in size and number in relation to the size of the porch/deck/patio, and must be tasteful and in conformance with the general aesthetics and architectural integrity of the Subdivision. Porches, decks and patios shall not be used for storage purposes (no bikes, exercise equipment, toys, garden implements, tools, etc.)

E. Permanent large sports equipment such as basketball hoops, soccer nets, and trampolines are prohibited.

V. DECORATIVE AND OTHER ITEMS PLACED ON THE EXTERIOR/VISIBLE FROM THE EXTERIOR OF THE DWELLING

A. The installation of solar, low voltage, or 120V ground landscaping lights requires the prior written approval of the Architectural Control Committee of the Association (hereinafter the "ACC"). Guidelines as to accepted style and number of lights may be obtained from the ACC.

B. Landscape bed statues, ornaments and shepherd hooks are permitted in the landscape bed area around and adjacent to the Dwelling/patio/deck. Such statues and ornaments must be of a color, design and material consistent with the design of the Dwelling and not exceed three (3') feet in height and two (2') feet wide. There shall be no more than three (3) statues or ornaments in the landscape bed areas located in the front yard of the Lot. Bird baths and bird feeders are permitted in the landscape bed areas.

C. Holiday Decorations:

1. Holiday decorations may be placed on the exterior of the Dwelling including on the porch/deck/patio/garage. December holiday lights may also be placed on shrubs or trees or the lamppost in the yard area of the Dwelling, so long as electrical cords do not extend across any portion of a driveway or front walk. (Translucent decorations shall not be considered an encumbrance to the emission of light from the lamppost as stated in the Declarations and shall be permitted.)

2. December holiday outdoor lights and decorations including small yard decorations may be displayed no earlier than forty (40) days before the holiday and shall be removed no later than twenty-one (21) days after the holiday.

3. Decorations may be displayed for other national holidays such as Easter, Memorial Day, July 4th, Labor Day, Halloween and Thanksgiving no earlier than fourteen (14) days before the holiday and shall be removed no later than three (3) days after the holiday.

a. Temporary decorations like birthday banners are allowed for up to 7 days.

b. The following are not permitted:

(i) Decorations that are objectionable in nature (i.e., generate complaints)

(ii) Audible greetings or audible displays of any kind

(iii) Flashing or strobe lights

(iv) Inflatable decorations

(v) Small yard decorations or displays except as permitted by C (2) above.

VI. FLOWERS/LANDSCAPE PLANTS

A. Annual flowers may be planted in the existing landscape bed area around and adjacent to the Dwelling/patio/deck or any other existing landscape bed area without prior approval. New or replacement perennials and/or shrubs may be planted in the existing landscape bed area around and adjacent to the Dwelling/patio/deck or any other existing landscape bed area, provided such perennials and/or shrubs are on the approved Association plant list or approved by the ACC.

B. If flowers are planted around the base (mulch ring) of a tree, the Member is responsible for weeding the bed around the tree and removal at the end of season fall cleanup.

C. Members are responsible for and obligated to replace all trees, shrubs and/or plants on their Lot. The planting of any new or replacement tree, shrub or plant, must comply with the Association plant list. Any tree, shrub or plant not on the approved Association plant list and or an expansion of the existing landscape bed, trees and shrubs requires the prior written approval of the ACC.

D. Any vegetable garden beds and new landscape flower beds must have the prior written approval of the ACC. Vegetable gardens, if approved, must be located in the side or backyard of the Dwelling. Potted flowers located in the front of the Dwelling, on porches, or on the patio are allowed. Potted vegetables are only allowed in the side or back yard of the Dwelling.

E. Individual Members are responsible for all trees, shrubs and plants on their Lot; including trimming, replacement of or spraying for bugs, bees, fungus, or other infestations and diseases. The cost of trimming, replacement, maintenance, and spraying is the Owner's responsibility.

VII. EXTERIOR ALTERATIONS

A. No alteration, replacements or additions may be made to the exterior surface of a Dwelling or garage, nor may any alterations, replacements or additions be made to the porch, walks, patios, or decks, landscape bed borders, or street lamps without the prior written approval of the ACC.

B. Storm doors may be added at the Member's expense using an approved design and color. Information about approved storm doors may be obtained from the ACC.

C. Any replacement items must be consistent with the type and design of the item installed initially. (ex. Members may not use yellow colored light bulbs.)

D. Mulch for the beds shall be natural hardwood mulch in the color dark brown.

E. Generators

1. Backup generators may be installed, but prior to installation, the Owner must obtain written approval from the ACC, including submission of a site plan showing the generator's exact location and dimensions.

2. The generator shall comply with local noise ordinances and manufacturer's specifications. Routine testing shall be limited to weekdays between 9:00 a.m. and 6:00 p.m.

3. Any generator installed without prior ACC approval or in violation of this rule shall be subject to removal at the Owner's expense, and fines may be imposed in accordance with section XXI.

VIII. Fences and sheds shall be considered "structures" as stated in the Declaration and are prohibited.

IX. SIGNS/FLAGS

A. No signs (including without any limitation any signs for federal, state or local referendum / candidate for political office) may be displayed (i.) on, outside or inside a Dwelling's window, or (ii.) on a garage or on the outside or inside a garage window, or yard area except:

Professionally prepared "For Sale" signs, or security system signs or decals. "For Sale" signs shall be standard size for the realty industry and no more than one sign may be displayed.

B. No flags may be displayed (i.) on, outside or inside a Dwelling's window, or (ii.) on, outside, or inside a garage window or yard area except as follows:

1. Flagpoles and brackets mounted to a Dwelling do not require approval based on the following:

a. Pole holders may be attached to the house or a post, the vertical trim of the Dwelling.

b. Poles shall be no more than 4' long; either brass, fiberglass or aluminum; and between 5' and 6' from the ground.

2. Any resident may display in a respectful manner one fabric, portable, removable, free-flying United States flag. Said American Flag may be flown or displayed anytime by a Member, following accepted flag protocol (sunrise to sunset or at all times if properly illuminated.)

3. The Wisconsin State flag may be flown or displayed in place of the American flag.

4. POW MIA flags may also be flown or displayed in good taste.

5. University, college, high school and professional sports team flags may be flown or displayed in good taste.

C. No flags of a political nature are permitted (including without limitation for any federal, state, or local candidate or referendum).

D. All flags of any nature shall be respectfully displayed and in good condition.

X. NOXIOUS ACTIVITY

A. No noxious (generates a complaint) or offensive activity including, but not limited to offensive noise, smoke, dust, odors or similar offensive effects, shall be carried on in any Dwelling or yard area or in the Common Area; nor any activity which is or may become a nuisance or in any way detract from the peaceful and residential character of the Subdivision. Recreational use of drones is subject to FAA restrictions and is discouraged over Dwellings or the pool.

B. Nothing shall be done or kept in any Dwelling or yard area or in the Common Area that will increase the rate of insurance on any other Dwelling or the Common Area, without the prior consent of the Association. No Member shall permit anything to be done or kept in the Member's Dwelling or yard area or in the Common Area which will result in the cancellation of insurance on any other Dwelling or any part of the Common Area, or which would be in violation of any law or ordinance.

C. No garbage, yard, animal or any other waste (including, without limitation, cigarette, cigar refuse and chewing tobacco) shall be disposed of or discarded in the Common Area, or any Lot.

D. All Lots other than Outlots are private property, and walking on, over, or through someone else's Lot, without consent, is prohibited.

XI. ANIMALS

A. No exotic animals, or animals such as livestock or poultry of any kind shall be raised, bred or kept in any Dwelling or yard area, or in the Common Area. Small domestic birds and fish, and not more than a combined total of three (3) dogs and/or

cats may be kept as household animal(s) by Members and shall be kept subject to the Rules & Regulations. No animals shall be kept for commercial or breeding purposes.

B. All animals shall be registered with the Association. An "Animal Registration" form can be obtained from the Property Manager.

C. Animals shall be licensed by the municipality if required, and Members shall possess proof that animals have been inoculated as required by law. If it becomes necessary, the Board has the authority to request proof of an animal's inoculations and license.

D. Animals shall be supervised by a Member, or an individual designated by a Member, at all times. Animals shall be kept under proper control on a leash when they are outside the Member's Lot boundaries. Member is responsible for the immediate cleanup of any animal waste.

E. If animal droppings or burn residue of animal urine cause any damage to another Member's Lot or property or to a Common Area, then the Member whose animal caused the damage shall be responsible for any necessary cleanup and/or re-landscaping of the damaged area. If the responsible Member fails to cleanup and/or re-landscape the damaged area within fourteen (14) days of notice of the damage, then the Board will have the damaged area cleaned up and/or re-landscaped, as necessary, and the cost thereof shall be borne by the responsible Member.

F. Members whose animal(s) create(s) a nuisance by disturbing the peace in the Subdivision, e.g., vicious behavior, barking and other noxious noises, will be initially warned of the problem. If violations occur after the initial warning, the Member may be required to remove the animal from the Subdivision permanently.

G. Breeds of a dangerous or unpredictable nature, such as dogs of various breeds which are commonly characterized as attack dogs shall not be kept anywhere in the Subdivision. Dogs affected by this section include all dogs which are one-half or more Akita, American Staffordshire Terrier, Staffordshire Terrier, American Pit Bull Terrier, Pit Bull Terrier, Miniature Pit Bull Terrier, Rottweiler or Chow.

H. It is suggested that ID tags with Member's name/address shall be displayed on animals at all times.

XII. PARKING VEHICLES

A. All parking of vehicles whether by Member, Resident, or guest must be:

1. Within the garage, or;

2. In the driveway or;

3. Temporarily along the street, but not to exceed 24 hours but not during the winter season as described in Section XII. K.

B. Parking at the clubhouse is only for Members and Residents (or guests with a Member or Resident) using the clubhouse and/or adjacent clubhouse facilities (i.e., pool, pergola patio, bocce court). Any vehicle must be removed from the parking lot when such facilities are no longer being used. No vehicle shall be parked on any portion of the lawn adjacent to the clubhouse parking lot and Members are responsible for advising their guests of this prohibition.

C. No commercial trucks or commercial vehicles shall be parked or stored in any driveway, private road, or other visible area of the Subdivision overnight between the hours of 10:00 p.m. and 6:00 a.m. For purposes of this rule, "commercial vehicle" shall include, but not be limited to any of the following:

1. Vehicles equipped with ladders, external toolboxes, racks, plows, or equipment used for business purposes

2. Vehicles with a manufacturer's gross vehicle weight rating (GVWR) greater than 8,000 pounds

3. Any trailer, box truck, or step van used for commercial purposes.

Commercial service vehicles providing temporary service to a Dwelling (e.g., deliveries, contractors, law, or maintenance services) may park only while actively engaged in work on the premises.

D. No boats, trailers, motor homes, RVs and van conversions, trucks larger than a ¾ ton pickup, ladder trucks, travel trailer, snowmobiles, jet skis, and ATVs may be parked on any street or in the clubhouse parking lot. Except as restricted in Section XII. K, any such vehicles which cannot be parked inside a garage are permitted to be parked in driveways for no more than forty-eight (48) hours. If the length of the vehicle or the vehicle and trailer exceed(s) the length of the driveway, the vehicle is permitted to be parked in the roadway adjacent to the Owner's Lot for no more than twenty-four (24) hours.

E. Commercial moving vans, when conducting contract business, as well as other commercial trucks when in the area to perform service or repair work, may be parked on the street at such times that such work is being performed.

F. No vehicles shall be parked in any manner which blocks any street or driveway except a Member, Resident, or authorized guest may park in front of the Member's own driveway, unless it impairs the ingress/egress to the driveway of an adjoining or adjacent Lot.

G. No vehicle repairs are permitted on the street or a driveway except for short term

emergency work (e. g. flat tire, battery charge, etc.).

H. Reckless vehicle operation, speeding, and parking or driving off paved roadways or drives are prohibited. The MAXIMUM SPEED LIMIT for all streets is 14 MPH.

I. Vehicles which cannot be identified as belonging to a Member or Resident parked on any street for more than forty-eight (48) hours are subject to being towed off the premises at the vehicle owner's expense.

J. For security reasons and aesthetics, overhead garage doors shall be closed at all times whenever the garage is not in active use.

K. During the winter season (from December 1 until April 1), and given the quickly changing weather conditions and forecasts, it is suggested that, whenever possible, Members, Residents, and guests not park their vehicles on the street, but, in no event, may any vehicle be parked on the street overnight. In the event of a forecasted or imminent snowstorm, and in order for snowplows to effectively clean the streets, Members, Residents, and guests are required to move their vehicles which might be parked on the street.

XIII. TRASH COLLECTION

A. Trash and recycling containers must be municipality approved containers and cannot be set out before 8:00 p.m. (Summer) or before dusk (Winter) the night before pickup.

B. Trash and recycling containers must be picked up and put away by 9:00 p.m. the day of collection. Arrangements must be made for the removal and storage of trash and recycling containers if a Member will be away the day of collection.

C. Trash and recycling and other waste containers, when not set out for collection, must be kept inside the garage. Members are responsible for clean-up of any trash and recycling spillage from their containers.

D. No hazardous materials (painting, flammable materials, acids, etc.) may be placed in trash and recycling containers for collection. Members are responsible for the disposal of ALL such items at designated and appropriate sites.

E. Members using the municipal Christmas tree disposal/recycling service should confirm pickup dates with the City and put out trees ONLY when pickups are scheduled for this area. If a Member misses the pickup date, the Member is responsible for proper disposal of said tree. If the Association must arrange for pickup and disposal, the Member will be charged accordingly.

XIV. FEES

A. The fees levied by the Association are used exclusively to promote the health, safety

and welfare of all the Members of the Association and for the improvement and maintenance of the Common Area and for the good of the Subdivision.

B. Association fees for an annual Assessment shall be due and payable in monthly installments on the first day of the month. Members are required to sign appropriate documentation with the Association providing for electronic withdrawal of the monthly Association fees.

C. Any Assessment (i.e., annual, shortfall, special, or individual) or installment thereof not paid within ten (10) days after the due date shall also be assessed a thirty ($30) dollar late charge. If a payment becomes thirty (30) days past due, interest shall accrue from that date at the compound rate of 1.5% per month. All payments on account shall be first applied to any attorney fees, and then any late charge, then to interest if any, and then to the payment of the Assessment first due. As shall be more particularly described in the Bylaws, the failure to pay Assessments shall also result in sanctions against the Members of a Lot, including without limitation, suspension of voting rights and the loss or restriction of use of the Amenities.

D. Sale or Transfer of Lot. A Transfer fee equal to six (6) times the current monthly assessment (including both funds for operating expenses and capital reserve expenses) shall be assessed for the sale or transfer of a Lot, pursuant to Article III, Section 10(c) of the Bylaws. Said transfer fee to be applied to the Capital Reserve Fund upon completion of the sale or transfer of the Lot. Every buyer or transferee of a Lot shall be required to fill out such applications, forms and other documents as may be required by the Board.

E. Collection process: The Association may exercise its legal remedies to the full extent of the law to collect past due fees in order to protect the assets of the Association. After a Member's account is:

1. **10 days Past Due**, the Association will send the Member(s) a late notice of the overdue payment;

2. **30 days Past Due**, the Association will send a demand letter to the Member(s) and notification may be sent to a credit bureau;

3. **60 days Past Due**, the Association may file a written notice of lien in the Office of the Clerk of the Circuit Court for Ozaukee County, and notification is sent to the credit bureau;

4. **90 days Past Due**, the Association may file a foreclosure action in the Ozaukee County Circuit Court. If the Ozaukee County Circuit Court awards the Association a foreclosure judgment, the Lot may be sold at a Sheriff's Sale.

F. In the event that a Member becomes delinquent, any legal costs associated with the collection of these fees are assessed to the Member.

G. The failure to pay fees shall also result in sanctions against Members of a Lot including, without limitation, suspension of voting rights and/or loss or restriction of use of the Amenities.

XV. SOLICITATIONS

A. Solicitation by commercial enterprises is not authorized within the community.

B. Garage sales and tag sales are prohibited.

C. Commercial advertisements shall not be posted in the clubhouse or in any Common Area nor shall solicitations of any kind be made in the Subdivision. No petition shall be originated, solicited, circulated or posted in the Subdivision. In addition, Members shall not use the roster maintained by the Association, for solicitation, including without limitation, for any charitable, political or commercial purpose. The roster maintained by the Association or any of the information contained in the roster shall not be distributed to anyone other than a Member.

XVI. POOL RULES

A. The pool is for the exclusive use of the Members, Residents over the age of eighteen (18), and a limited number of guests as described below. Pool hours are 9 a.m. to 9 p.m.

B. ALL PERSONS USING THE POOL AND POOL FACILITIES DO SO AT THEIR OWN RISK AND SOLE RESPONSIBILITY. THERE IS NO LIFEGUARD ON DUTY. ANY TIME MEMBERS LEAVE THE POOL THEY SHALL LOCK ALL THREE (3) GATES UPON DEPARTURE.

C. For safety purposes, a Member, or Resident over the age of eighteen (18) must accompany and supervise all persons under eighteen (18) years old.

D. Members and Residents are allowed to bring up to six (6) guests per household. Adult guests temporarily staying overnight at a Member or Resident's home may use the pool without being accompanied by a Member or Resident. All other guests must be accompanied by a Member or Resident at all times.

E. The rental of the pool or the reservation of a period of time to use the pool is not permitted.

F. The following are strictly PROHIBITED in the pool area:

1. Glass or other breakable items;

2. Animals of any kind;

3. Running, diving or other disruptive behavior, including, but not limited to, pushing, excessive splashing, cannon balls, tag games and similar dangerous activities;

4. Rafts and large flotation devices provided if the pool is not crowded rafts and large floating devices may be used. (Note: Life safety devices for children are approved);

5. Private pool parties;

6. Motorized toys and boats;

7. Amplified music and loud noise (except at Association sponsored social events), profanity or other offensive behavior;

8. Bicycles, skate boards or roller blades;

9. Drinking or eating while in the water;

10. Electrical devices (non-battery powered);

11. Consumption of alcohol by anyone under the age of twenty-one (21) years of age.

G. Swimming is permitted only in garments sold as swimwear. All incontinent swimmers must wear waterproof swim diapers.

H. No gum, no smoking, no vaping and no use of other tobacco items are permitted within the fenced area of the pool.

I. Lounge chairs or tables may not be reserved and must be repositioned after use by the Member. Umbrellas must be closed and secured after use.

J. Wet swimwear is not permitted in the clubhouse. Swimmers desiring to use the restroom must towel dry before entering the building. Footwear is recommended.

K. Members, Residents, and guests of Members are required to clean up and remove their trash. If food and beverage containers become a continual problem, the Property Manager shall have the right to prohibit these items, charge a fee for clean-up, or restrict usage by the Member or Resident.

L. All persons using pool furniture are required to cover the furniture with towels when using suntan oils and lotions.

M. A Member, Resident, or guest of a Member responsible for broken glass in the pool area shall be responsible for all costs associated with such broken glass including

the cost of emptying and refilling the pool to remove any glass or glass shards.

N. The removal from the pool area of any furniture, fixtures, tables, chairs or other such items belonging to the Association is strictly prohibited.

O. All users of the pool are required to comply with all posted signage.

XVII. CLUBHOUSE RULES

A. The clubhouse is for the exclusive use of the Members, a limited number of guests as described below and Residents over the age of eighteen (18). The Association takes pride in presenting its Members with a beautiful clubhouse in which to relax with neighbors, friends and guests. These rules have been established to assure each Member the enjoyment of the clubhouse without infringement upon the privileges of other Members.

A Member must:

1. Accompany and supervise all persons under eighteen (18) years of age. Proof of age may be requested. All Members are responsible for their guests at all times;

2. When reserving and renting the clubhouse, the Member must assume full responsibility for any damage to the clubhouse or to articles in the clubhouse and for theft of any property;
3. Personally supervise their guests in the clubhouse, pool and exercise facilities;

4. Ensure that guests observe parking rules;

5. Assure that guests depart in such a manner that will not disturb other Members;

6. Leave the clubhouse, bathrooms, and surrounding yard and pool deck clean and free of garbage, diapers, and recyclables.

B. The following are PROHIBITED in the clubhouse:

1. Amplified music, loud noise, profanity, or other offensive behavior.

2. Smoking and vaping inside the clubhouse at any time.

3. Animals of any kind except service dogs.

4. Meetings by any outside organizations or businesses, unless sponsored by the Board or a committee of the Association.

5. Attaching decorations to walls, woodwork, cabinetry or furniture in any way that would not be considered temporary, or would harm the clubhouse surface material in any way.

6. No overnight accommodations shall be allowed in the clubhouse.

7. Consumption of alcohol by anyone under the age of twenty-one (21) years of age.

8. Any gathering that involves more than six (6) non-members, except as allowed under C.1. below.

9. Funerals are prohibited, but receptions or celebrations of life are permitted.

C. Clubhouse Reservations:

1. The clubhouse can be rented by any Member with said Member accepting full responsibility for returning it to presentable condition. The reservation does not include exclusive use of the pool, exercise room, or offices. Clubhouse rental is required for any gathering in the clubhouse that involves seven (7) or more guests.

2. A Member who wishes to use the clubhouse for a private event should contact the property manager to reserve the date. Reservations are made on a first-come-first-served basis and must be made in writing by the Member only. However, no Member will be allowed to reserve the clubhouse more than one hundred eighty (180) days in advance. Confirmation of the reservation will not be made until the fees, deposit checks, and waivers have been received by the property manager. In the event that more than one fully completed application including deposit checks has been received on the same date by the property manager, and within one hundred eighty (180) days in advance of the requested rental date, the parties shall attempt to mutually resolve the conflict. In the event it cannot be resolved, the clubhouse shall be rented to the Member whose qualified application is randomly selected in a drawing by the property manager.

3. An Association-sponsored event shall take priority over a private event unless the private event has already been scheduled and approved by the property manager and the deposit has been paid.

4. No Member shall be allowed to reserve the clubhouse on any holiday for two (2) consecutive years. Exception: If the clubhouse has not been reserved by forty-five (45) days prior to the holiday in question, the same Member may again reserve the room. The holidays affected by this rule are Halloween, Thanksgiving, Christmas Eve, Christmas Day, Easter, July 4th, New Year's Eve and New Year's Day.

5. Groups consisting exclusively of Members and Residents such as Association committees, social activity groups (i.e., cribbage, sheepshead, book club, etc.) or the Board may reserve and use the clubhouse without charge. All other rules apply except these groups may reserve the clubhouse more than 90 days in advance.

D. Fees:

1. A rental fee of one hundred dollars ($100) is required from the Member for a five-hour segment at the time of the reservation. The five-hour segment includes set-up and clean-up time. Suggested time slots are 11:00 a.m. to 4:00 p.m. OR 5:00 p.m. to 10:00 p.m. Rental for both segments is two hundred ($200) dollars.

2. A separate check for five-hundred dollars ($500) as a damage deposit is required. An inspection by the property manager or designee to see that the clubhouse is restored to the condition it was in before the rental, must occur no later than the next business day following the rental. If the clubhouse is clean according to the posted checklist and undamaged, the entire five-hundred-dollar ($500) deposit will be returned within seven (7) business days after the event. Any further costs will be billed to the Member sponsoring the event.

E. Other:

1. To avoid damage to tabletops, all glasses, bottles and other such items shall be removed immediately after the function. The individual(s) using the clubhouse shall remove all personal belongings, equipment, trash, and recyclables resulting from their use of the clubhouse and properly clean the room and bathrooms at the end of the event. The Association shall not be responsible for any belongings, personal or otherwise, which are lost, stolen or otherwise reported missing by any guest, Member, or Resident.

2. The removal from the clubhouse of any furniture, fixtures, tables, chairs, dishes or other such items belonging to the Association is strictly prohibited.

XVIII. FITNESS CENTER RULES

A. The fitness center is for the exclusive use of the Members, Residents over the age of eighteen (18), and a limited number of guests as described below.

B. All persons using the fitness center and fitness center facilities do so at their own risk and sole responsibility. The fitness center is available to Members at all times.

C. No more than four (4) persons may use the fitness center at any time.

D. Guests:

1. Members are allowed to bring up to two (2) guests per household.

2. Residents over the age of eighteen (18) and overnight guests of a Member are permitted to use the fitness center unaccompanied by a Member, but for safety purposes, anyone under the age of eighteen (18) must be supervised by either a Member or a Resident over the age of eighteen (18).

3. Except as permitted in 2. above, all other guests must be accompanied by a Member at all times.

E. A Member must accompany and supervise all persons except as set forth in Section D above.

F. Anyone using the fitness center must:

1. Wear appropriate gym attire and footwear (e.g., t-shirts, sweatshirts, leotards, shirts and sneakers). Bathing suits, sandals, thongs, robes, slippers, etc. are not appropriate attire.

2. Use equipment only for reasonable time periods and shall not use any piece of equipment for more than thirty (30) minutes when other persons are waiting to use such equipment.

3. Only play music on devices with an individual headset.

4. Thoroughly clean the equipment after use.

G. After use of the fitness center, the Member or Resident or guest is responsible for any cleanup of the facility, equipment, and bathrooms.

H. The following are strictly PROHIBITED in the fitness center:

1. Amplified music, loud noise, profanity or other offensive behavior.

2. Smoking, vaping, food, gum, chewing tobacco.

3. Animals of any kind except for service dogs.

4. Marking, damaging or removing any property located in the fitness center.

5. Consumption of alcohol by anyone under the age of twenty-one (21) years of age.

XIX. PERGOLA PATIO RULES

A. The pergola patio is for the exclusive use of the Members, a limited number of

Residents and/or guests as described below Pergola patio hours are 8:00 a.m. to 10:00 p.m.

B. A Member must accompany and supervise all persons.

C. Members are allowed to have up to six (6) guests and/or Residents per household and must be accompanied by a Member at all times.

D. The following are strictly PROHIBITED in the pergola patio area:

1. Amplified music and loud noise (except at Board or Association committee-sponsored social events), profanity or other offensive behavior.

2. Animals of any kind except for service dogs.

3. Glass or other breakable items.

4. Meetings by any outside organizations or businesses unless sponsored by the Board or committee of the Association.

5. Bicycles, skate boards or roller blades.
6. Consumption of alcohol by anyone under the age of twenty-one (21) years of age.

E. Lounge chairs or tables may not be reserved and must be repositioned after use by the Member or Resident.

F. If the fire pit is used, it must be properly turned off after use. The fire pit is for heat/aesthetic purposes only. It is not to be used for cooking or burning purposes. The Member or Resident who empties the propane tank must notify the property manager for purposes of refilling it.

G. After use, the Member or Resident is responsible for any cleanup of the pergola patio area, including, but not limited to, removal of any garbage, recyclables, food, or beverages. If food and beverage containers, garbage, recyclables, or other such items become a continual problem, the property manager retains the right to prohibit such items.

H. The removal from the pergola patio of any furniture, fixtures, tables, chairs or other such items belonging to the Association is strictly prohibited.

XX. BOCCE COURT RULES

A. The bocce court (including the golf putting holes) is for the exclusive use of the Members, a limited number of guests and Residents as described below Bocce court hours are 8:00 a.m. to 8:00 p.m.

B. A Member must accompany and supervise all persons.

C. Members are allowed up to six (6) guests and/or Residents per household and they must be accompanied by a Member at all times.

D. The following are strictly PROHIBITED in the bocce court area:

1. Amplified music and loud noise (except at community social events), profanity or other offensive behavior.

2. Animals of any kind.

3. Glass or other breakable items.

4. Bicycles, skate boards or roller blades.

5. Consumption of alcohol by anyone under the age of twenty-one (21) years of age.

E. After use, the Member or Resident is responsible for any cleanup of the bocce court area, including, but not limited to, removal of all garbage, recyclables, food, and beverages. The bocce equipment and/or the golf equipment must be thoroughly cleaned and returned to their respective containers in the fitness center.

XXI. COMPLIANCE, ENFORCEMENT, AND GRIEVANCE PROCEDURE

A. Members and Residents are responsible for their own conduct and Members are responsible for the conduct of their guests. Any Member or Resident whose conduct or whose family's conduct or guest's conduct shall be deemed by the property manager or the Board to be likely to endanger the welfare, safety, harmony or good reputation of the Association or its Members, or is otherwise improper may be suspended or otherwise reprimanded by the Board for such length of time as determined by the Board.

B. The Board shall determine what constitutes improper conduct, but improper conduct shall include, without limitation, the following:

1. Failing to pay Association assessments in a proper and timely manner.

2. Failing to abide by the Rules and Regulations as set forth herein, and as may be amended or supplemented from time to time.

3. Acting in a manner incompatible with the standard of conduct reasonably expected of members of a high-quality homeowner's association or which would likely injure the reputation of the Association or its Members.

C. Fining/Enforcement:

1. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, Rules and Regulations, (herein collectively "Association Documents"):

   a. **A WRITTEN WARNING for a first violation** of the Association Documents. In addition, a member or designee [i.e., property manager] of the Board may attempt to contact the offending party to explain the violation and the need that all Members, Residents and Lot owners comply with the Association Documents.

   b. **Up to FIFTY DOLLARS ($50.00)** shall be assessed for a second violation of the Association Documents (or for the violation that remains after the Member, Resident or Lot Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

   c. **Up to ONE HUNDRED DOLLARS ($100.00)** shall be assessed for each successive violation of the Association Documents.

   d. Notwithstanding paragraphs (a-c) immediately above, up to **FIVE HUNDRED DOLLARS ($500.00) shall be assessed for each violation** of the Association Documents, when in the sole opinion of the Board the violation meets one or more of the following criteria:

      (i) The violation is in direct defiance of a previous mandate from the Board.

      (ii) The violation was malicious in its intent.

      (iii) The violation is evidence of a pattern of non-compliance with the Association Documents.

      (iv) The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e., if alterations are made that cannot be restored to their original state.)*

2. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

3. All fines shall be treated as an Individual Assessment as described in the Bylaws. and shall incur interest, costs, cost of collection and actual attorney fees, all of which shall be deemed a personal obligation and a lien upon the Lot until paid. The Association, at its option, may also access the Lot and

remove the violation, and all costs incurred in such removal/remediation of the violation shall also be treated as an Individual Assessment against the Lot as above stated.

4. Attorney Fees:

   a. For all violations the Board may also assess the actual attorney fees incurred associated with reviewing the facts and Association Documents and advising the Board.

   b. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim or defend any claim or allegation, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect all of its costs and expenses, including actual attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by a mortgage company which has a lien interest in the Lot, in which the Association is a named defendant, the Association shall be entitled to collect all of its costs and expenses, including actual attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**

5. Any person who has been accused of violating the Association Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board within fourteen (14) calendar days of the notice of the violation or fine. If no demand is made within fourteen (14) calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

6. Grievance Committee Rules and Procedures:

   a. The Grievance Committee shall consist of three (3) Members at large of the Association who are chosen by the Board. The Members at large shall not be officers or Members of the Board.

   b. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board.

   c. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

   d. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

   e. Upon receipt by the Grievance Committee of a grievance, the matter

shall proceed as follows:

(i) A letter shall be sent by certified mail, return receipt requested, informing all parties

(1) Of the time, place and date of a hearing before the Grievance Committee.

(2) Of the right to counsel.

(3) That evidence shall be received and a record made whether or not the party complained against attends.

f. The hearing shall be divided into two (2) sections:

(i) The hearing.

(ii) The determination and decision.

g. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

h. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and the attorney for the Association if so, requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

i. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed with prejudice and reasonable and necessary costs including actual attorney's fees incurred by the Association may be assessed against the complaining party.

j. The burden of proof shall be on the complainant to prove their claim by a preponderance of the evidence.

k. The decision of the Grievance Committee is final and binding.

XXII. AMENDMENTS

A. The Board reserves the right to make reasonable changes to the Rules and Regulations at any time. Updated Rules and Regulations will be posted to the Association's website and Members shall be electronically notified that a new version of the Rules and Regulations has been so posted.

B. The Rules & Regulations Committee will review any proposed changes to the Rules

and Regulations submitted by Members and/or any other Committees of the Association at least annually for consideration by the Rules and Regulations Committee for submission to the Board for the Board's review.

C. Although emergencies may arise, changes to the Rules and Regulation should be made sparingly to promote stability and understanding and, therefore, compliance.

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