



Atley
Condominium
and
Townhome Neighborhoods
Rules and Design Guidelines

ADOPTED JANUARY 12, 2023

TABLE OF CONTENTS

SECTION	PAGE
1. GENERAL PROVISIONS	1
2. PARKING	2
3. FENCE SPECIFICATIONS	3
4. FLAG SPECIFICATIONS	8
5. SATELLITE DISHES AND TV ANTENNAE	9
6. SWIMMING POOL RULES	10
7. COMMUNITY GARDEN RULES	13
8. LEASING	

9.	15
MISCELLANEOUS	
10. ACC REQUEST FORM	
11. COVID-19 PROVISIONS	16
	17
	18

DocuSign Envelope ID:
08951CC7-D564-4663-B381-F88EFC58C057

SECTION 1.

GENERAL PROVISIONS

PURPOSE

Atley Condominium and Atley (Townhome Neighborhood) (together, the "Community") are protected by mandatory covenants, known as the Master Declaration of Covenants, Restrictions and Easements, the Declaration of Condominium, and the Declaration of Covenants, Restrictions and Easements (collectively, the "Declaration"), the purpose of which is to enhance the community lifestyle of the residents of the neighborhood, to protect and maintain the aesthetic character of the neighborhood and to ensure an architecturally harmonious community.

Until all of the homes in the Community are sold, the Board of Directors of the Association, as well as the members of the Architectural Control Committee, ("ACC") are appointed by the Declarant. These rules and guidelines are intended to assist homeowners in obtaining Board or ACC approval of common requests made under the covenants.

APPROVALS AND VARIANCES

ANY ALTERATION WHATSOEVER TO THE EXTERIOR OF YOUR HOME OR TO YOUR LOT REQUIRES PRIOR WRITTEN ACC APPROVAL.

You have purchased your home because you like the look of this community. Be aware that the Board (or ACC, as applicable) will not approve any request that deviates from the architectural design, color scheme, etc. that is currently established for the community.

Compliance with the ACC rules and these guidelines does not guarantee approval of any application. Furthermore, the Board (or ACC, as applicable) may, in its sole discretion, deviate from these written guidelines if a determination is made that such a variance is consistent with the general intent of the guidelines or the well-being of the community. All alterations must be requested and approved prior to installation and no granting of a request shall prevent the Board or ACC from denying a request in other circumstances.

PLEASE REMEMBER THAT YOU MAY ALSO NEED THE APPROVAL OF THE LOCAL BUILDING AUTHORITY OR OTHER REGULATING ENTITY BEFORE YOUR ALTERATION.

AMENDMENT

These Rules and Design Guidelines may be amended at any time and from time to time.

PAGE 1

DocuSign Envelope ID:
08951CC7-D564-4663-B381-F88EFC58C057

SECTION 2.

PARKING

PARKING WITHIN THE COMMUNITY IS RESTRICTED. The Declaration requires that all vehicles be kept upon a driveway (and without any part of it protruding past the driveway), in a designated parking space or within a garage.

ASSIGNED PARKING WITHIN ATLEY CONDOMINIUM

In Atley Condominium, the driveway adjacent to each Home is a designated parking area and assigned for the exclusive use by the owner of that Home and his/her/its occupants, guests and family.

UNASSIGNED PARKING

Unassigned parking spaces include any designated, lined parking spaces other than the driveways adjacent to a Home. They are intended solely for guests use on a first come, first served basis. They may NOT be used as overflow parking by residents and are NOT for any one person's exclusive and/or permanent use.

GARAGES

Garages shall be used primarily for the parking of vehicles and NOT for storage or for any other purpose except for those otherwise provided in the Declaration.

ANY VEHICLE FOUND ON THE PROPERTY IN VIOLATION OF THIS PROVISION OF THE DECLARATION OR IN VIOLATION OF THESE RULES MAY BE TOWED WITHOUT NOTICE OR WARNING.

FENCE SPECIFICATIONS
FOR HOMES IN THE TOWNHOME NEIGHBORHOOD

The Declaration requires you to obtain written approval from the ACC prior to the erection of ANY fence, including ANY invisible or like fence, on your lot. The following rules and guidelines regarding fence approval are hereby in effect:

- 1) You must submit your request in writing for ACC approval using the attached form.
- 2) The request must include a copy of the recorded plat showing your Lot and show the requested location and style of fence.
- 3) All proposed fencing must be in the following specified style and as shown on the following pages:

(a)

Lots 15-25 and 51 - 79

Lots 27 - 50

(Braxton II Plan ONLY)

Lots 51 - 79, 87, 90, 93, 96, 99, 102,
105, 108, 111, 114, 117, and 120
(FRONT YARD ONLY)

Flat Top Wooden Fence

Privacy X Wooden Fence

Straight Top Aluminum Garden Fence (Black)

(b) except for the specific lots listed in (a) above and the specific instances listed in (c) and (d) below, must be in the rear yard only, must run perpendicular from a point on the side wall of the house that is not more than 20 feet forward (toward the front of the house) from rear-most corner of the house to the side property line.

(c) if adjacent fencing exists, the proposed fence must tie into it.

(d) if a basement door exits, fencing may be adjusted (moved forward of the basement door) in order to access the basement from the fenced area.

(e) if the fence is adjacent to an alley, street, or road, the fence must be at least two feet away from such alley, street or road.

4) The fence must be installed by a qualified person knowledgeable about the proper installation of concrete footings and fence posts.

5) The fence must otherwise be permitted by and in compliance with the terms of the Declaration.

PAGE 3

DocuSign Envelope ID:
08951CC7-D564-4663-B381-F88EFC58C057

The ACC retains the right to approve or disapprove any fence request in its sole and absolute discretion.

ANY INSTALLATION OF A FENCE NOT IN COMPLIANCE WITH THESE RULES AND

DESIGN GUIDELINES MAY BE REMOVED BY THE ASSOCIATION AT THE EXPENSE OF THE OWNER. THE ASSOCIATION RESERVES THE RIGHT TO MAKE CHANGES TO THESE RULES AND DESIGN GUIDELINES AS IT DEEMS NECESSARY OR

DESIRABLE.

FLAT TOP WOODEN FENCE

2"x6" CAP BOARD
LENGTH VARIES, SEE LANDSCAPE PLAN FOR LAYOUT

3-32

4"x4" POST (DASHED LINE)

4"x4" POST

(DASHED LINE)

1"x6" RAILS

SET
POS
T IN
CON
CRE
TE
(SL
OPE
TOP
OF
CON
CRE
TE
FOR
POS
ITIV
E
DRA
INA
GE)
(TY
P.)

NOT
E:
ALL
LUM
BER
TO
BE
PRE
SSU
RE
TRE
ATE
D
OR
CED
AR
LUM
BER
PAIN
T/ST
AIN
COL
OR
T.B.
D.
BY
OW
NER.

FENCE DETAIL

SCALE: 1" = 1'-0"

曉

(GAP-TYP) (TYP.)

FINISHED GRADE

SCALE: 1" = 1'-0"

3'-6"

DocuSign Envelope ID:

08951CC7-D564-4663-B381-F88EFC58C057

PRIVACY "X" WOODEN FENCE

POST
CENTERS
5x5=97"

6X8'

PAGE 6

119"

STRAIGHT TOP ALUMINUM GARDEN FENCE

(BLAC
K)

24"
(WW 019)
H
B
C
3 15/16" (100 MM)
1"
(25 MM)

ASSEMBLY ISOMETRIC

W

93 1/2" (2374
MM)

RAIL: 13/4" x 14GA. (45 MM X 2.0 MM) PICKET: 1" X 14GA. (25 MM X 2.0 MM)

#

FRONT
VIEW

TOTAL HEIGHT

H

3' (914 MM)
3.5 (1067
MM)

PICKET HEIGHT

B

33" (835
MM)

RAIL TO RAIL

c 27" (688
MM)

POST
SIZE

39" (988
MM)

33" (841
MM)

2" (50 MM) 2
1/2" (63.5
MM)

4 (1219 MM)
4.5' (1372
MM)

45" (1140
MM)

51" (1293
MM)

5 (1524
MM)

6 (1829
MM)

57(1445
MM) 69"
(1750 MM)

39" (993 MM) 45" (1146 MM) 51" (1298 MM)

3" (75
MM)

63 (1603
MM)

PAGE 7

3.6"
(92 MM)

3 1/2
(84
MM)

2
1/
8"
(5
4
M
M
)
4
7/
16
"
(1
12
M
M
)

PICKET/RAIL
ISOMETRIC

TOTAL LENGTH

W

96" (2438 MM)

96 1/2" (2452

MM)

97" (2463

MM)

DocuSign Envelope ID:
08951CC7-D564-4663-B381-F88EFC58C057

SECTION 4.

FLAG SPECIFICATIONS

FOR HOMES IN THE TOWNHOME NEIGHBORHOOD

The Declaration for your neighborhood requires you to obtain written approval from the ACC prior to the installation of a flagpole or the flying of a flag on your Lot; however, any installation of a flagpole or flying of a flag in compliance with the rules and specifications listed below will not require written approval.

- 1) Only the American flag is permitted.
- 2) The only approved mounting mounting/stanchion is a bracket permanently mounted onto the house structure. Free-standing flagpoles are not permitted.
- 3) The flag pole may not exceed eight (8) feet in length and the maximum flag size is three and one-half (3.5) feet hoist (width) and six and sixty-five hundredths (6.65) feet fly (length) (Size 7 flag).
- 4) The flag pole shall be of necessary and appropriate height so that the flag does not touch

anything beneath it (such as the ground, furniture or plantings).

5) Only one flag may be flown at a time.

6) The flag must be clean and in good repair. The flag shall not be displayed in inclement weather unless it is an all-weather flag and shall not be displayed at night unless it is illuminated by existing lighting of the home as permitted by the Declaration.

7) Display of a flag as a drapery or window curtain shall not be allowed.

8) No display that, in the discretion of the Architectural Control Committee, is vulgar or offensive or depicts the American flag in a disrespectful manner shall be allowed.

ANY INSTALLATION OF A FLAGPOLE OR FLYING OF A FLAG NOT IN COMPLIANCE WITH THESE RULES AND DESIGN GUIDELINES MAY BE REMOVED BY THE ASSOCIATION AT THE EXPENSE OF THE OWNER. THE ACC FURTHER RESERVES THE RIGHT TO MAKE CHANGES TO THESE RULES AS IT DEEMS NECESSARY OR DESIRABLE.

PAGE 8

DocuSign Envelope ID:
08951CC7-D564-4663-B381-F88EFC58C057

SECTION 5.

SATELLITE DISHES AND TV ANTENNAE

So long as the Association does NOT install a centralized satellite dish or antenna, which it may do in its sole and absolute discretion, the Association shall permit installation of a DBS or MMDS antenna one (1) meter or less in diameter or a television broadcast service antenna. All installations of satellite dishes or antennae shall be performed by a qualified person knowledgeable about the proper installation of such devices. Installations shall be in accordance with Federal Communication Commission (FCC) rules, the rules and regulations of the Association as authorized by the FCC, and all

applicable building, fire, electrical and related codes. Wiring and cabling shall be installed so as to be minimally visible and blend into material to which it is attached.

If your home is located in Atley Condominium, the dish/antenna shall be installed (i) inside the Home if an acceptable signal can be obtained there, or if not, then (ii) outside of the Home on the floor of the balcony if an acceptable signal can be obtained there.

If your home is located in Atley Community, the dish/antenna shall be installed on the rear upper roof area of the Home. If an acceptable signal CANNOT be received in the approved location, then (ii) approval for an alternate location must be requested and approved by the ACC prior to installation. (Submit attached notification form as permission form for approval and provide the ACC with a statement of the proposed screening or other appropriate camouflage of any dish or antenna placed in any alternate location.)

If installation is in accordance with the above rules, then Owner shall notify ACC in writing using the attached form within seventy-two (72) hours of such installation and no further action by the Owner regarding installation is required.

Owner shall be responsible for the maintenance of any satellite dish or antenna. If the satellite dish or antenna is dislodged from its original position of installation, then reattachment must be performed within seventy-two (72) hours of dislodgement.

Owner shall be responsible for any damage to real or personal property or injury to persons caused by the satellite dish or antenna.

If the Owner removes the satellite dish or antenna, the Owner shall promptly restore the property to its original condition and to the satisfaction of the Association.

ANY INSTALLATION, MAINTENANCE OR REPAIR OF A SATELLITE DISH OR ANTENNA NOT IN COMPLIANCE WITH THESE RULES AND DESIGN GUIDELINES MAY BE REMOVED BY THE ASSOCIATION AT THE EXPENSE OF THE OWNER. THE ASSOCIATION RESERVES THE RIGHT TO MAKE CHANGES TO THESE RULES AND DESIGN GUIDELINES AS IT DEEMS NECESSARY OR DESIRABLE.

SWIMMING POOL RULES

A. These Rules and Regulations are for the protection and benefit of all members of the Association, their families and guests. Adherence to these Rules and Regulations is intended to assure the safe and sanitary operation of the pool facilities.

B. The Association may engage outside contractors to manage and/or maintain the pool facilities. Any rules and/or regulations promulgated by such a contractor are to be considered additions to the rules and regulations set forth below and are incorporated herein.

C. During the pool open season, swimming pool hours are from 7 a.m. to 10 p.m. daily, weather and pool conditions permitting.

D. Entrance to the pool area is by access code only. The Board reserves the rights to change the access code from time to time for any reason.

E. Members (including their families, tenants and guests) or other individuals whose rights to use the Common Areas, including the pool, have been suspended pursuant to the governing documents for the Community shall have no rights to use the pool, pool house, or any related facilities or property and may not enter into the pool area during the time of such suspension.

F. THERE IS NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL AND POOL AREA DO SO AT THEIR OWN RISK AND SOLE RESPONSIBILITY. No person should enter the pool area alone or swim alone. The Association and/or management does not assume responsibility for any accident or injury in connection with such use. All Persons using the pool and pool area shall have an affirmative duty and responsibility to inspect the pool and pool area and all property and facilities thereon for any defects, perils or other unsafe conditions relating to the use and enjoyment thereof. Residents and persons using the pool and pool area agree to make no claim against the Association and/or management for or on account of any loss or damage to life or property sustained, and further to indemnify and hold harmless the Association and/or management from any claim arising out of injury and/or loss or damage to personal belongings sustained by any guest using the pool or pool area.

G. The behavior of guests is the responsibility of the sponsoring member.

H. The cost of any property damage will be charged to the appropriate Association member.

I. The following rules shall be in effect at all times:

1. For the health, safety and welfare of our children, no child under 12 years of age may enter the pool area (*not just the pool*) without a parent or an obligated adult (*age 16 or older*) in attendance and responsible for their behavior and safety.
2. No fighting, disorderly conduct, vandalism, horseplay, running, jumping, boisterous conduct, abusive or profane language, breach of the peace, or similar conduct is permitted within the pool area. Personal conduct in the pool must be such that the safety of anyone is not jeopardized.
3. Wheeled vehicles (other than baby strollers or wheelchairs) are not permitted in the pool area. Playpens, portable cribs or similar large baby equipment are not permitted within the pool area.
4. No person is permitted in the pool area when it is not open for general use for any reason.
5. All guests must be accompanied by a parent or an obligated an adult (*age 16 years or older*). There is a limit of four (4) guest(s) per household in the Community. Relatives are guests unless they are actually living within the Community for an extended period of time.
6. Persons suffering from a communicable disease or any condition which has the appearance of being infectious, including, without limitation, open sore, inflamed eyes, nasal or ear discharge, or who is wearing a gauze bandage may not use the pool.
7. Only persons wearing proper swimming attire (swim suits or trunks) are permitted in the pool. No shorts, cut-offs, or street clothes with buckles, rivets or sharp objects will be permitted in the water.
8. All babies and toddlers who are not toilet trained are required to wear cloth diapers and rubber pants which must fit snugly at the waist and legs or swim diapers. This will preclude the necessity of having to close the pool to clean it due to "accidents."

9. Please shower before entering the pool.

10. Balls, floats, toys and games are permitted only when conditions allow, and their use does

not interfere with the swimming rights of others.

11. NO DIVING, except in designated areas, if any.

12. Standing, jumping, or sitting on any "rope" barrier, or removal of the barrier is not permitted.

13. Loud music is not permitted. Use of radios, tape decks, and all similar electronic equipment must not interfere with the enjoyment of others.

PAGE 11

DocuSign Envelope ID:

08951CC7-D564-4663-B381-F88EFC58C057

14. No alcoholic beverages or intoxicated persons are permitted within the pool area at any time.

15. No gum is permitted in the pool areas. **Breakable materials, such as bottles or glass, or other dangerous objects or materials are not permitted in the pool area.** Pursuant to the governing documents, violators will have their rights suspended and an Owner may be assessed all costs actually incurred by the Association, including, without limitation, the costs to drain and refill the pool, in the event an Owner or his/her family, guest, or invitee breaks glass in the pool.

16. Smoking is prohibited within the pool area.

17. Absolutely no animals are allowed in the pool house or pool area at any time.

18. Furniture within the pool area must be used appropriately. Please leave chairs in a neat and tidy condition and close umbrellas when unused to prevent wind damage. If you are last to leave, put the umbrellas down.

19. No furniture other than that provided for the pool area shall be permitted, and no furniture provided for the pool area may be removed from the area.

ANY VIOLATION OF THE FOREGOING POOL RULES AND REGULATIONS MAY RESULT IN ENFORCEMENT ACTION UNDER THE DECLARATION, INCLUDING, WITHOUT LIMITATION, SUSPENSION OF A MEMBER'S RIGHT TO USE THE POOL.

PAGE 12

DocuSign Envelope ID:
08951CC7-D564-4663-B381-F88EFC58C057

SECTION 7.

COMMUNITY GARDEN RULES

These Rules and Regulations are for the benefit of all members (and their tenants) of the Association renting a plot in the community garden. Adherence to these Rules and Regulations is required at all times to assure the orderly and sanitary operation of the garden area and facilities.

1. Garden plot rentals are on a first come first serve basis, with preference given if you request the **same** plot the following year. When requesting to rent a plot, please provide the Management Company with the number of your 1st, 2nd, and 3rd plot choice. The Management Company will assign you a plot number.

2. The rental term is for one (1) year ending on December 31st.

3. The non-refundable garden plot rental fee is \$35.00 annually, which goes to recover the cost of water and maintenance (mulch for path, shed). At the time your plot number is confirmed, the Management Company will request a check made payable to **Atley Condominium Association, Inc.** or **Atley Community Association, Inc.**, as applicable and be mailed to:

Integrity Association Management Group
3245 Peachtree Pkwy., Suite D-242
Suwanee, GA 30024

4. **ONLY** flowers, vegetables, fruit or herbs may be grown in the garden.

5. The Association will maintain the box housing your garden plot only. Preparation, maintenance and clean-up of each garden plot are the responsibility of the renter of such garden plot. Garden waste must be disposed of regularly and in the designated bins. Each renter must keep their garden plot in a neat and tidy manner. **FAILURE TO CLEAN UP YOUR PLOT AT THE END OF THE GROWING SEASON WILL RESULT IN FINES ASSESSED TO YOU IN ORDER FOR SUCH CLEAN-UP TO BE DONE BY AN OUTSIDE CONTRACTOR.**

6. Water is provided to the garden area and each individual plot via an irrigation controlled by the Association. The community hose is to be used only as necessary and is to be turned completely off when not in use. The water system will be winterized and unavailable October to March.

7. **ONLY** garden plot renters ("Renters") are permitted to use the garden shed. Renters may store their gardening materials in a clean and orderly manner in the shed. Items left are not the responsibility of the Association and each renter who stores items in the shed agrees to

indemnify and hold the Association and its directors, officers and agents harmless from any loss, claim or liability of any kind whatsoever arising by reason of such storage.

8. No renter may use any large equipment (trucks, tillers, etc.) on or over an area housing the irrigation system controlled by the Association. A renter whose conduct violates the restrictions herein and results in damage to said irrigation system shall be responsible for all costs incurred by the Association to restore the damaged items and/or areas to its condition immediately prior to the violation.

9. Renters wishing to install fencing on the outside of their plot to prevent animals from eating the harvest are permitted to use the approved black mesh fencing (netting) as found online here: https://www.amazon.com/889240A-36-Inch-25-Foot-Poultry-Netting/dp/B000W65M8M/ref=dp_sim_sbs_lg_2

The fencing may only be three (3) feet in height and using wood stakes of the same height or those stakes sold with the product.

ANY VIOLATION OF THE FOREGOING RULES AND REGULATIONS MAY RESULT IN ENFORCEMENT ACTION UNDER THE DECLARATION, INCLUDING, WITHOUT LIMITATION, SUSPENSION OF A MEMBER'S RIGHT TO USE THE COMMUNITY GARDEN.

SECTION 8.

LEASING

LEASING WITHIN THE COMMUNITY IS RESTRICTED. The Declaration requires an Owner to obtain written approval from the ACC prior to leasing the lot; however, occupancy of the home by the child or parent of an Owner or the occupancy by a roommate with respect to any Owner who occupies the Residence as a Primary Residence will not require written approval. A "Primary Residence" is a Residence with respect to which the Owner qualifies for and has filed for a primary residence homestead exemption with the real property tax assessor of Fulton County, Georgia.

Any Owner of a Lot may apply in writing to the Board for authorization to lease his/her Lot or Unit (a "Leasable Lot"). The Master Association Board has the sole and absolute discretion in setting and allocating the maximum number of Leasable Lots within the Condominium Neighborhood and the Townhome Neighborhood. The following rules and guidelines regarding leasing approval are hereby

in effect:

- 1) The **Condominium Neighborhood** may allow the leasing of up to a maximum of **one (1) unit**.
- 2) The **Townhome Neighborhood** may allow the leasing of up to a maximum of **eleven (11) lots**.

PAGE 15

DocuSign Envelope ID:
08951CC7-D564-4663-B381-F88EFC58C057

SECTION 9.

MISCELLANEOUS

COMMUNITY BULLETIN BOARDS.

1. All postings must be approved in advance by the Management Company. Only the Management Company or Board of Directors may put up and remove postings.

2. Only Owners in the Association are permitted to request a posting.

3. The only posting size shall be 4" x 6".

4.

5. All postings will be removed 30 days after the date of posting.

Any posting that may violate the fair housing law (discriminate against people based on religion, nationality, mental or physical disability, race, color, sex or family status) is prohibited.

6. Any posting that related to illegal or illegitimate activity is prohibited.

7. Any posting with profane or pornographic material or references is prohibited.

GRILLS.

Each Owner and Occupant who uses a grill and other such equipment such as smokers must do so in accordance with municipal, county and state ordinances and laws, as well as the requirements of the Association's insurance policies. Use of outdoor grills, including but not limited to open flame grills and any liquid fuel grills, is NOT permitted indoors, inside any garage area, on any balcony or deck of a home in the Townhome Neighborhood, or within 10 feet or otherwise hazardous distance of combustible buildings, structures, or facilities. At all times, use of open flame grills must also be supervised by an adult operator.

YARD ACCESSORIES AND LIGHTING.

No yard accessory, lighting, art, furniture, shed, greenhouse, dog house, playhouse, playground or sporting equipment (including but not limited to basketball hoops or goals, trampolines, hockey or soccer goals, baseball pitch/practice nets or batting cages), or other item visible from outside the Lot, whether portable or permanently affixed, is permitted in the front or rear yard of any Lot without prior ACC approval. All items must be stored out of view whenever not in use.

PAGE 16

DocuSign Envelope ID:
08951CC7-D564-4663-B381-F88EFC58C057

SECTION 10.

BEACON MANAGEMENT SERVICES

6285 BARFIELD RD, SUITE 150, ATLANTA, GA 30328
customerservice@beaconmanagementservices.com ~ 404-907-2112

ARCHITECTURAL CONTROL

TO:

ASSOCIATION:

Per this ACC review form, I am requesting the following:

NAME

ADDRESS

DATE RECEIVED:

DATE TO BOARD OF DIRECTORS:

This request will be reviewed by the Board of Directors and a decision will be given to you per the Declaration of Covenants for your community. Should you wish to mail, email or fax this request, please see the contact information above. Per the Declaration, the Board will make a decision within 30 days of this being received.

ARCHITECTURAL CHANGE REQUESTED

FOR BOARD OF DIRECTOR USE:

REQUEST RECEIVED BY

APPROVED

DATE

DENIED

CONDITIONS FOR APPROVAL/REASON(S) FOR DENIAL IF APPLICABLE:

SIGNATURE OF BOARD OF DIRECTORS/AGENT PER BOD:

DATE

NOTE: 1. All permitting, and infrastructure will be the responsibility of the owners to include termite protection, pipes, irrigation system.

To submit, you must include the following with your application:

This completed form

The lot survey or plat showing what is going where

The contract for the intended work showing color/design/materials

DocuSign Envelope ID:

08951CC7-D564-4663-B381-F88EFC58C057

SECTION 11.

COVID-19 PROVISIONS

The following COVID-19 PROVISIONS shall apply during the pendency of any executive order issued by any governmental agency or department with jurisdiction over the Community which declares a COVID-19 emergency or other pandemic. Publication of these rules does not mean or guarantee that the Community Facilities as described herein are open for use. Community Facilities will be opened at the discretion of the Board of Directors and may be closed at any time in the event the Board of Directors determines that the continued operation or opening of one or more facilities in compliance with Regulatory Requirements (as hereinafter defined) is unfeasible or impractical.

COVID-19 GENERAL RULES

1. **Applicability of COVID-19 Rules.** The Association's **COVID-19 PROVISIONS** (the "COVID-19 Rules") apply to the use of all property owned, managed, or controlled by the Association, including, but not limited to, any common area property, amenities, open spaces, pavilions or other recreational facilities (the "Community Facilities"). In the event of a conflict with any existing rule, the COVID-19 Rules shall prevail.

Use of Community Facilities - Entry upon or use of Community Facilities is at the user's own risk. The Association reserves the right to require users to acknowledge these rules in writing and indemnify the Association against any claims arising from users' use of the Community Facilities in a manner inconsistent with these COVID-19 Rules.

2.

3.

3.

COVID-19 Orders, Rules, and Guidance. Users are advised that certain orders, rules, and guidance provided by governmental agencies and the Centers for Disease Control ("CDC") provide recommendations and mandatory rules that require, among other things: (1) social distancing; (2) occupancy limits; (3) cleaning and disinfection; (4) restricted entry of facilities by persons who have COVID-19 symptoms or have been diagnosed with COVID-19; and (5) other requirements specific to certain activities or facilities ("Regulatory Requirements"). In the event of a conflict with any COVID-19 Rule, the Regulatory Requirements shall prevail.

4.

User Compliance. Users must comply with all Regulatory Requirements, the COVID-19 Rules, and all other applicable rules and policies while using any Community Facilities. Owners are responsible for enforcing compliance by guests, if guest access is permitted, during any period of use of the Community Facilities. Users may be responsible for cleaning and disinfecting

equipment and surfaces before and after any period of use. Users must review and understand the current community rules for use before entering any Community Facilities.

User Assumption of Risk. It is understood that the Community Facilities are to be used on an 'as is' basis, without warranty, and without any representation by the Association as to the

5.

PAGE 18

DocuSign Envelope ID:
08951CC7-D564-4663-B381-F88EFC58C057

suitability of the premises for the intended use. The Association discloses that the CDC has provided the following guidance: "It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes. This is not thought to be the main way the virus spreads, but we are still learning more about this virus." Users are further advised that the CDC recommends that high-touch surfaces be cleaned and disinfected regularly, but it is impracticable for the Association to clean and disinfect high-touch surfaces or equipment after each user of its facilities. Given the possibility of contamination that is undetectable, users assume any risk associated with possible COVID-19 transmission or contamination and release and hold harmless the Association, and its agents, employees, managers, directors, officers, and representatives, from and against any and all claims, causes of action, injury or illness, including infection due to COVID-19, arising out of or relating in any way to use of Community Facilities. Access rights, as described herein, are only provided based on the understanding that user agrees to the terms herein and, therefore, access rights are provided in exchange for this user release. Any person who tests positive for COVID-19 after using the Community Facilities must report the exposure to the property manager for the Community, so that they may report the exposure to public health officials and take appropriate steps to close and clean the Facility.

6.

Social Distancing. No person exhibiting a fever, or any symptoms associated with COVID-19 per the CDC (see <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>), or those confirmed to have COVID-19 shall enter the Community Facilities. Users should maintain at least six feet of separation and distance from other users at all times while present at any Community Facilities, unless they are members of the same household. Community Facilities are inaccessible and off limits to anyone in a period of quarantine or mandatory isolation.

7. No Guests Allowed. Because of the reduced capacity of Community Facilities due to social distancing and other regulatory rules and guidelines, and to prioritize the use of Community Facilities

by Homeowners, during the pendency of the COVID-19 crisis, no guests are allowed.

COVID-19 POOL RULES

1. **Applicability of COVID-19 Rules.** The Association's COVID-19 PROVISIONS (the "COVID-19 Rules") apply to the use of all Community Facilities. In the event of a conflict with any existing rule, the COVID-19 Rules shall prevail. The COVID-19 Rules [General Rules] also apply to community pool facilities (if available in your Community).

2.

Individual(s) who are reported to be or are found to be in violation of any of the following pool rules may immediately be asked to leave the pool facilities, and pool privileges may be suspended indefinitely at the Board's discretion.

3. USE OF THE POOL IS AT YOUR DISCRETION. PLEASE USE CAUTION. SWIM AT YOUR OWN RISK.

PAGE 19

DocuSign Envelope ID:
08951CC7-D564-4663-B381-F88EFC58C057

4. Occupancy is limited to, at a maximum, a designated percentage of the normal operating limits as mandated by the applicable governmental authority, or such lesser level as specified by the Board of Directors and posted on signs at the pool area. The Association's representatives or monitors have absolute authority and discretion to require users to leave the pool area or other Community Facilities. Users who are told to leave must immediately depart the premises. At the time of publication of these COVID-19 Rules, the maximum Bather Load (defined as the maximum combined number of users present in the water and on the pool deck) is 25% of the normal Bather Load; or 25 persons.

5.

Users are expected to provide their own cleaning supplies, such as hand sanitizer, disinfecting wipes or sprays, etc., necessary for the additional cleaning requirements mandated by CDC guidelines.

6. Social Distancing must be observed. Please maintain a minimum of six feet (6') of separation and distance from all individuals not within your household.

7. Pool access may be further restricted by the Association's policies.

8.

No person exhibiting a fever, or any symptoms associated with COVID-19 per CDC's Guidelines (see <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>), or those confirmed to have COVID-19 shall enter the Pool Area or make a reservation. No member of a household of a person exhibiting COVID-19 symptoms or of one confirmed to have COVID-19 may enter the pool area. Any person who tests positive for COVID-19 after using the Community Facilities must report the exposure to the property manager for the Community, so that they may report the exposure to public health officials and take appropriate steps to close and clean the Facility.

9.

Out of consideration for other members of the community, swimmers are encouraged to wash their hands before entering the pool area, touching the gate, keypad, pool rails, and before and after using the bathroom.

10. Proper use of cloth face coverings in Community Facilities is generally encouraged, and face coverings are most essential at times when physical distancing is difficult. However, wearing face coverings in the water is discouraged, as cloth face coverings can be difficult to breathe through when they are wet.

11. Please shower at home before traveling to the pool facilities. ALL SHOWERS MUST BE CLEANED BY THE USER WITH EPA APPROVED CLEANING PRODUCTS AFTER EACH USE.

12.

13.

Food consumption is not permitted in the pool area at this time.

Users are advised that the Association may remove all pool furniture or equipment. Any furniture or equipment must be sanitized by user before and after use.

14.

All users must observe the signs posted while in the pool area.

PAGE 20

DocuSign Envelope ID:
08951CC7-D564-4663-B381-F88EFC58C057

15.

SPLASH PADS ARE CLOSED IN ACCORDANCE WITH REGULATORY REQUIREMENTS.

COVID-19 FITNESS CENTER RULES

1. **Applicability of COVID-19 Rules.** The Association's **COVID-19 PROVISIONS** (the "COVID-19 Rules") apply to the use of all Community Facilities. In the event of a conflict with any existing rule, the COVID-19 Rules shall prevail. The COVID-19 Rules [General Rules] also apply to fitness center and gym facilities (if available in your Community).

2.

Individual(s) who are reported to be or are found to be in violation of any of these following rules may immediately be asked to leave the fitness center and gym facilities, and access privileges may be suspended indefinitely at the Board's discretion.

3.

USE OF THE FACILITIES IS AT YOUR DISCRETION. PLEASE USE CAUTION. USE AT YOUR OWN RISK.

4.

Occupancy is limited to, at a maximum, a designated percentage of the total listed occupancy of the exercise facility as mandated by the applicable governmental authority, or such lesser level as specified by the Board of Directors and posted on signs at the exercise facility (staff members are exempt from this calculation).

5.

USERS MUST BRING AND WEAR GLOVES THAT FULLY COVER THE USER'S HANDS FROM THE WRIST TO THE FINGERS WHILE EXERCISING. USERS MAY NOT BE ADMITTED WITHOUT GLOVES. THE ASSOCIATION WILL NOT PROVIDE GLOVES.

6. Users must disinfect any equipment before and after use, including exercise machines and weights, and equipment brought by the user must be disinfected before and after use (e.g., yoga mats).

7. Social Distancing must be observed. Please maintain a minimum of six feet (6') of separation and distance from all individuals not within your household.

8.

The Association's representatives have absolute authority and discretion to require users to leave Community Facilities. Users who are told to leave must immediately depart the premises.

9.

Equipment should be spaced to allow at least six feet of separation between patrons; however, users are responsible for maintaining such space at all times. If equipment is too close to allow for proper separation, users should alternate use of the equipment (particularly cardio equipment) to maintain a safe distance.

10.

Equipment cleaning products will be provided; however, users are responsible for cleaning and disinfecting any touch surfaces. If no supplies are available, users should not use the facilities.

Fitness Center access may be further restricted by the Association's policies.

11.

PAGE 21

DocuSign Envelope ID:
08951CC7-D564-4663-B381-F88EFC58C057

12.

No person exhibiting a fever, or any symptoms associated with COVID-19 per CDC's Guidelines (see <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>), or those confirmed to have COVID-19 shall enter the Fitness Center. No member of a household of a person exhibiting COVID-19 symptoms or of one confirmed to have COVID-19 may enter the Fitness Center. Any person who tests positive for COVID-19 after using the Community Facilities must report the exposure to the property manager for the Community, so that they may report the exposure to public health officials and take appropriate steps to close and clean the Facility.

COVID-19 OUTDOOR FACILITY RULES

1. **Applicability of COVID-19 Rules.** The Association's COVID-19 PROVISIONS (the "COVID-19 Rules") apply to the use of all Community Facilities. In the event of a conflict with any existing rule, the COVID-19 Rules shall prevail. The COVID-19 Rules [General Rules] also apply to outdoor facilities, including, but not limited to sports courts, pavilions, outdoor exercise equipment, playgrounds, and other outdoor gathering areas (if available in your Community).

2.

Individual(s) who are reported to be or are found to be in violation of any of these following rules may immediately be asked to discontinue use of outdoor facilities, and access privileges may be suspended indefinitely at the Board's discretion.

3.

USE OF THE FACILITIES IS AT YOUR DISCRETION. PLEASE USE CAUTION. USE AT YOUR OWN RISK.

4.

Social Distancing must be observed. Please maintain a minimum of six feet (6') of separation and distance from all individuals not within your household.

5. No person exhibiting a fever, or any symptoms associated with COVID-19 per CDC's

Guidelines (see <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>), or those confirmed to have COVID-19 shall use outdoor facilities. No member of a household of a **person** exhibiting COVID-19 symptoms or **of one** confirmed to have COVID-19 may use **outdoor** facilities. Any **person** who tests **positive** for COVID-19 after using the Community Facilities must report the exposure to the property manager for the Community, so that they may report the exposure to **public health officials** and **take appropriate steps** to close and clean the Facility.

6.

The Association's representatives have **absolute** authority and **discretion** to require users to **leave outdoor** facilities. Users who are told to **leave** must immediately depart the area.

Sports Courts:

7. For any sports court including, without limitation, tennis courts, **basketball** courts, volleyball courts, and pickle ball courts, **no more than four (4) players** shall participate at any given time.

8. There may be **no physical contact** between the players.

PAGE 22

DocuSign Envelope ID:
08951CC7-D564-4663-B381-F88EFC58C057

Outdoor Exercise Equipment:

9. For any **outdoor exercise** equipment, including, but not **limited** to playgrounds, users must **disinfect** any equipment before and after use, including bars, handles of any type, and **all other** equipment touched by the user.

10. For equipment that is stationary, **spacing of at least six feet** of separation between patrons is not always feasible; however, users are **responsible** for maintaining such **space** at **all times**. If equipment is too close to allow for proper separation, users should **alternate** use of the equipment to maintain a **safe distance**, and **sanitize** between alternating uses.

