

Scot's Laurel Rules and Regulations Handbook



Management Company:

Associa HRW

Mailing Address:
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Raleigh, NC 27609
919-787-9000

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1 **INTRODUCTION**

The Scot's Laurel Community is diverse, composed of homeowners, tenants, professionals, students, and families. This variety of lifestyles makes Scot's Laurel a unique community. A closeknit neighborhood requires cooperation and regulation of behavior. Consideration for the community as a whole is very important. In order to assist residents in living together peacefully, the Scot's Laurel Homeowner Association (HOA) has compiled this rules handbook.

This handbook contains Rules and Regulations, which govern living in the community. Rules and Regulations contained in this handbook take into consideration local town ordinances, the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and Bylaws for Scots Laurel. These Rules and Regulations are not intended to replace the above-mentioned documents, but serve to enhance them. These Rules and Regulations were adopted to further assists with the mandate of the Declaration of "protecting the value and desirability" of the properties within

Scots Laurel. Compliance with these Rules and Regulations are not voluntary and failure to comply with them may result in fines, as well as voting rights and pool privileges suspension.

1.1 Authority. Article VII Section 7.1 of the Bylaws states: "The Board of Directors shall have the power to formulate, amend, publish, and enforce other reasonable rules and regulations."

1.2 Adoption. To be effective January 1, 2006, The Board of Directors hereby adopts this handbook and future amendments hereto, including the rules and regulations herein, as the Rules and Regulations of the Scots Laurel Community.

1.3 Compliance. As specified in the Declaration and enumerated above, compliance with these Rules and Regulations is not voluntary. Unless specified otherwise, the penalty for violation of these Rules and Regulations shall be the suspension of voting rights and/or pool access (for a period of not less than thirty days) and/or a fine (to be determined by the Board of Directors). In addition, the Association may pursue an action in equity or at law for compliance with these Rules and Regulations.

2. GENERAL INFORMATION

MANAGEMENT COMPANY:

Associa HRW
4700 Homewood Court
Raleigh NC 27609

EMERGENCY NUMBERS:

POLICE, FIRE, AMBULANCE

911

3 GENERAL HOMEOWNER ASSOCIATION INFORMATION

The Scots Laurel Homeowner Association, Inc. is a legal entity comprised of the property owners within the Scots Laurel Community. The Association has been in existence since March 2005 for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property, including maintenance of the parking areas and common grounds.

Rules and Regulations of the Association are set forth in the Declaration of Covenants, Articles of Incorporation, and Bylaws. The Board of Directors, relying upon these documents, makes rules and regulations and provides for the operation of the Association. Committees of homeowners and residents are appointed by the Board of Directors to work with specific areas of concern. A management company is retained to provide the day-to-day administrative duties for the Association. The management company reports directly to the Board of Directors.

3.1 Legal Documents. Several legal documents provide for the existence of the Scots Laurel Association. In addition to existing statutory provisions regulating administrative requirements of not-for-profit corporations, the following documents provide the legal standing of the Association. Amendments to these documents are voted on by the Membership.

3.1.1 Declaration of Covenants and Restriction. This document, and its amendments, are on file in the Wake County Register of Deeds Office and are a binding covenant against each individual Lot.

3.1.2 Articles of Incorporation. This document creates the legal entity known as the Scots Laurel Homeowners Association. It is on file in the Office of the North Carolina Secretary of State.

3.1.3 Bylaws. This document provides for the operation of the Homeowners Association.

3.1.4 Copies of Documents. In addition to other sources, copies of these documents may be obtained from the Management Company for a fee, at homeowner's expense.

3.2 Membership. The Association affords membership in the Association to any person who is an Owner of a Lot subject to an assessment. Membership is mandatory.

3.2.1 Meetings of Members. The membership of the Association meets each year. Each Member receives advanced notification of this meeting.

3.3 Board of Directors. The Association is governed by the Board of Directors, which consists of up-to five members. The members of the Board of Directors are Scots Laurel homeowner volunteers. They contribute their personal talents and expertise and illustrate commitment to a quality standard of living in the community. Please contact the Management Agent to express interest in becoming a Board Member.

3.3.1 Election. New Directors are elected by the Association Membership each year at the Annual Meeting of Members, once the Declarant period ends.

3.3.2 Meetings of the Board of Directors are held on a regular basis and are open to the Scot's Laure Homeowners. Please contact the Management Agent for a schedule of meetings.

Members wishing to address the Board of Directors may do so prior to each meeting. Advanced notification is required.

3.4 Committees maybe established by the Board of Directors to manage ongoing procedures and address specific issues.

3.5 Management Company. The Board of Directors selects a Community Association Management Company to provide the day-to-day administrative operation of the Association. The Management Company carries out the decisions of the Board of Directors. In addition to other duties, the Management Company collects the monthly assessments, pays bills, oversees contractors used by the Association, and facilitates correspondence. All suggestions, comments, complaints, or other business of the Association should be communicated directly to the Management Agent. As necessary and appropriate, communication is made to individual homeowners, the Board of Directors, the Membership at large, contractors, etc. If for some reason a homeowner is dissatisfied with any action of the Management Agent, the homeowner should express his or her concerns, in writing, to the Board of Directors. Please address your comments to the Board of Directors, in care-of the Management Agent.

4 ASSESSMENTS

4.1 As provided by the legal documents, assessments for the homes are managed in the following manner:

4.1.1 Due Date. Monthly assessments are due on the 1st of each month.

4.2 Form of Payment. Personal checks are accepted at the discretion of the Management Company. Checks should be made payable directly to the Scot's Laurel Association. ACH and credit card (fee required) payments are also available options. Homeowners should contact the Management Company for more details.

4.3 Delinquency. Assessment payments are delinquent if not received by the first of the month. To encourage payment, the following delinquency policy has been implemented.

4.3.2 Homeowners delinquent in their assessments shall be assessed a late fee each month the monthly assessment amount is not paid by the 30th of the month.

4.4 All accounts that exceed 60 days overdue are subject to litigation. A judgment may be sought against the owner. In addition, a negative credit report may be issued. The past due amount being a lien against the homeowner's property, foreclosure action is also possible.

5 MAINTENANCE - see the attached Exhibit A chart with the townhome responsibilities outlined.

5.1 Common Areas. The Association maintains property owned by the Association. This includes parking areas, signs, and the majority of the lawn areas within the townhomes. Homeowners should not provide maintenance to these areas or make improvements or changes without prior approval of the Association.

5.1.1 Damages. Any damage from the riding of skates, skateboards, bicycles, scooters, or other play equipment that damages any common property such as parking areas, curbs, sidewalks or grass, is the responsibility of the homeowner to pay for repair/replacement. Any damage to HOA installed item (e.g. signs) is the responsibility of the homeowner to pay for repair/replacement.

5.1.2 Items. No bicycles, chairs, toys or other personal property shall be left overnight in parking areas, on sidewalks or other common areas.

5.1.3 Dumping. No dumping of any materials is permitted on common areas including parking lots, retention ponds and grassy areas.

5.1.4 Temporary Use. Temporary use of certain common areas may be allowed by contacting the management company in writing.

5.2 Fines/Suspension of use of Common Area. The Board may impose fines; suspend voting rights and/or the use of common areas to offending homeowners.

5.3 Exterior Building's Surfaces. Maintenance is provided to the exterior building surfaces in the townhomes, as defined in the legal documents. Specific exterior items

are the responsibility of the owner and are further defined in the Townhome Maintenance Responsibility Chart. Single-family owners are responsible for all repair and maintenance to their home and lot.

5.4 The homeowner or occupant should remove debris such as leaves and other items on decks and porches.

5.5 Interior Maintenance. All interior maintenance is the responsibility of the homeowner. This includes doors, post lights, doorbell systems, doorknobs, etc. except when such items are damaged as the result of the association's failure to properly maintain an exterior surface.

5.6 Mailboxes. Townhome mailboxes are maintained by the HOA. Neither the HOA nor the Management Company maintains townhome mailbox keys. Owners should contact the local Post Office for townhome mailbox key issues. Single-family mailboxes are the responsibility of the owner of the property, and should be well maintained and painted. Any changes made to mailboxes require ARC request and approval.

5.7 Keys. Neither the Association nor the Association's Management Company maintains keys for individual homes.

5.8 Procedure. In the event of any necessary repair or maintenance concern, please notify the management company during normal business hours. If you need emergency assistance, a 24hour answering service is provided. The management agent will inform the homeowner of the Association's liability in each matter. If the Association is not responsible for the repair, assistance may be available in obtaining a contractor for such repairs.

6 INSURANCE

6.1 Association Provided. The Association provides the following insurance:

6.1.1 Public Liability. This coverage is for injury caused upon the Common Property or in some other way as a direct result of the negligence of the Association or its agents.

6.1.2 Property. This coverage is for damage caused to improvements to property owned by the Association. It does not cover damage to the buildings.

6.1.3 Directors and Officers. D&O coverage protects the Board of Directors and Committee Members in the case of an error or omission on their part while performing in their capacity as a Director or Committee Member.

6.2 Homeowner Provided. Each homeowner must maintain proper "homeowner coverage." This includes coverage of the structure and contents and protection in the event of a liability on the part of an Owner. The Association may request certificates of this coverage.

6.3 Tenant Provided. Although not required, tenants are strongly encouraged to obtain renters insurance, so that their personal possessions are protected. Neither the Association's nor most Owners insurance will protect tenant's possessions.

7 **LEASING**

Leasing, as referenced in this section, includes the use of the home by children or other relatives of the owner, when the owner is not a permanent resident within the home. All owners are responsible for the actions of any and all tenants/renters of their home. Subleasing of rooms in townhomes or single-family homes will be allowed per the Town of Holly Spring ordinance.

7.1 Leases. In all cases, landlords are encouraged to have a properly drawn lease. Although the Association has no pre-approval restriction for leases, owners should include a provision that the tenant(s) must abide by all conditions of the By Laws, Covenants, Declarations, and other Rules and Regulations. Owners are responsible for informing the tenants/renters of their home of the By Laws, Covenants, Declarations and all Rules & Regulations of the community and provide them with such documents prior to the start of their lease. See Section 7.09 of the Covenants, Conditions and Restrictions (CCR's) for more details regarding the number of occupants allowed to live in a residence.

7.2 Enforcement. Tenant(s) and their guests must abide by all regulations of the Association. Damage to Association property, caused by tenants and their guests will be charged to the property owner.

7.3 Voting. Renters are residents of Scot's Laurel and are welcome to participate in committees; however, only owners (members of the HOA) are able to vote on committees.

8 **PARKING & TOWING** *Also see Section 2.05 of Parking Rights, of the CCR's for more details*

8.1 No Parking Areas. Parking on the street is not allowed. Overflow parking lots are available throughout the neighborhood. Parking is restricted to spaces properly marked by the Association or the property's driveway and garage. Parking is specifically prohibited in these areas:

- 8.1.1 Streets/Alleys (including vehicles parked partially on driveway and partially on alley)
- 8.1.2 Adjacent to curbs
- 8.1.3 On sidewalks
- 8.1.4 On lawns
- 8.1.5 In front of mailboxes
- 8.1.6 Any area not properly marked as a parking space.

8.2 Abandoned Vehicles. Any vehicle parked upon the property (whether in a marked space or not) must be operational, properly licensed, inspected, and insured. Owners, guest, visitors or another person shall not leave any non-licensed, non-registered or non-operational vehicle(s) on or about any parking lot, common areas or an Association roadway, nor shall any major repairs or dismantling of vehicles be permitted on or about any parking lot, common areas or roadways.

8.3 Angled/double parking. Angled or doubled parking is not permitted.

Vehicles must, at all time, be parked within the confines of a single parking space.

- 8.4 Damage to Property Caused by Vehicles. Homeowners will be held responsible for all damage to property including lawns, trees, shrubbery, underground pipes, irrigation systems, curbs, etc. caused by cars owned by the property owners, their tenant(s), or guest(s). Any vehicle which is leaking fluids that may cause damage to common property will be required to remove and repair the vehicle and repair the parking area affected.
- 8.5 Trailers, Boats, Recreational or Commercial Vehicles. Vehicles such as boats, jet skis and trailers; pull behind smokers, cookers or grills shall not be parked on any property except in an enclosed garage. No large commercial tractor-trailers, mobile/modular homes, farm tractors or machinery shall be parked on any property. If you are a resident and own a commercial work truck or pick-up truck (3/4 tons or less) you may park it in your enclosed garage per our Covenants, Conditions and Restrictions. Residents may contact the Board to request permission to park these types of vehicles in the overflow lots. Moving trucks and heavy-duty work trucks are permitted to park on the property for the purposes of loading, unloading, delivering or servicing. Overnight parking of these types of vehicles in the pool parking lot may be permitted with prior Board approval.
- 8.6 Overflow Parking. Storage of vehicles in any parking lot that exceeds 1 week (7 days) is considered permanent and may result in towing. For long term parking needs that exceed 7 days please utilize the pool parking lot and save the overflow parking areas for short-term temporary needs. If you have a need for long term parking, please notify the Association in writing for Board approval.
- 8.7 Yard Parking. At no time, shall any vehicle be permitted to drive in, across, or be parked in the side, front or rear of any household or garage unless it is on the established parking pad. No parking on the grass, sidewalks or shared driveways. Parking half on the alley and half on the grass is not permitted.
- 8.8 Off Road/Hazardous Vehicles. No vehicle of any type or size which transports inflammatory or explosive cargo or which stores or transports hazardous or toxic materials or substances as defined by applicable environmental laws may be kept or allowed to remain in or on the property at any time, except as may be required to effectuate removal of such prohibited materials and substances. Off road vehicles, are not permitted on any lot, common areas or Association roadways. The riding of ATV's, golf carts, go carts, mini bikes or dirt bikes is not permitted on any Association common property (including woods, common areas, parking lots, etc.). You may ride the above items on the public streets at your own risk. Any damage to the property or streets is the responsibility of the owner of the vehicle.
- 8.9 Towing. Vehicles can be towed in the overflow parking lots at the discretion of the Board of Directors. The property maybe patrolled, and illegally parked vehicles maybe removed.
- 8.9.1 Disputes. Disputes over towing should be addressed to the towing agent. If a suitable agreement cannot be made, the management company should be contacted.

9 ARCHITECTURAL MODIFICATION

For the protection of all homeowners and to maintain property values, exterior changes to the buildings or grounds require the approval of the Board of Directors.

9.1 Prior Approval. Any change or exterior alteration whatsoever, including but not limited to fences, concrete pads, sheds, plantings, decks, exterior doors, etc. must first have approval from the Board of Directors as set out in the Declaration of Covenants, Conditions, and Restrictions.

9.2 Procedure. The following procedure has been established to review architectural change requests.

9.2.1 Form Request. A form must be requested from the management company.

9.2.2 Completion of Form. The Architectural Change Form must be completed and signed by the owner of the property. Tenants, other residents, children, assignees, and other such individuals may not sign Architectural Change Forms.

9.2.3 Submittal of Form. Architectural Change Forms are to be submitted to the management company who will review the form and, if necessary, request additional information. Once the completed form and any additional information have been received, the management company will notify the homeowner of the date of receipt of the completed form.

9.2.4 Review by Board of Directors. The Board of Directors will review completed forms within 30 days of the date the form is received.

9.2.5 Notification to Owner. The property owner will be notified by the management company, in writing, of the decision by the Board of Directors.

9.2.6 Denials. When requests are denied, homeowners may submit alternative proposals or additional information to the Board of Directors by submitting the information to the Management Company.

9.2.7 Project Progress and Completion. Projects must be completed within a reasonable time following approval but in no case more than 90 days, unless an exception is granted in writing by the Board of Directors.

9.2.8 Inspection. During construction and upon completion, the work may be inspected by the management company to determine compliance with the initial application.

9.2.9 Permits/Licenses/Insurance. Homeowners are required to obtain all appropriate permits, licenses, and insurance that may be required by the Association or by local, state, or federal government agencies.

9.2.10 Enforcement. Upon notification to the Owner, a request must be submitted for any unapproved alternations. Upon review by the Board of Directors, any unapproved alternations must be removed or altered as determined by the Board of Directors. If any owner fails to comply with the decision of the Board of Directors, the Association may take action at law or, at the discretion of the Association, remove the alternation. Alternations on the Common Property

10 GROUND MAINTENANCE

10.1 The Association provides lawn care to the common areas and the front and back lawns of the townhomes.

10.2 Rear Yards of Townhomes enclosed inside fences are the responsibility of each individual homeowner and must meet the same requirements as single-family lawns detailed below.

10.3 Single-Family Lawns must be mowed regularly and maintained in a healthy and neat condition. No grass should be grown over eight (8) inches in height. Edging, pruning and weeding must be done routinely. Driveway and sidewalk cracks must be kept clear of grass and weeds. Landscaping beds, including tree rings and flowerbeds must be kept clear of grass and weeds. Lawn areas must be fully covered with grass, brown or bare areas should be repaired. The lawn should be free of weeds (including crabgrass).

10.4 Gardens. Approved gardens are the responsibility of the homeowner. Any approved garden, which is not maintained by the owner in a neat and productive condition, may be removed at the discretion of the Association. The costs of such removal will be at the homeowner's expense.

10.5 Bicycles, toys, lawn chairs, hoses, pools etc. Bicycles, toys, lawn chairs, hoses, pools and other such items should not be stored on the lawn, within landscaping or on front stoop, porch or in view of the street. Grounds maintenance staff are not responsible for moving these items in order to mow.

11 COMMON AREA

Use of common lawn areas is regulated to provide a safe and pleasant area.

11.1 Private Use. These areas are for the private use and enjoyment of the Members, residents, and their invited guests. They are not intended for large parties or other similar gatherings.

11.2 Hours of Use. The common lawn areas may be used between the hours of 9:00 a.m. and 8:00 p.m.

11.3 Noise. Noise from the play areas must be limited so as not to be heard over ambient noise within the adjoining units.

12 **PETS** *Also see Section 7.04 (Animals) of the CCR's.*

In order to provide a harmonious neighborhood, residents should recognize the need to maintain only indoor pets with a limit of 2 total household pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any portion of the properties, except two domesticated animals. All laws, ordinances, rules and regulations pertaining to dogs, cats, and other domestic animals adopted by local officials are hereby adopted as rules and regulations of the Scot's Laurel Association.

- 12.1 **Leashes.** All animals must be on leashes or similarly restrained at all times when outside the dwelling. This applies to animals on your property and on common property. Animals are not to be left unattended on the common area, patios, decks, or yards. This includes the chaining of animals to posts, doors, electrical boxes, etc.

Unattended animals often create a disturbance or are threatening to those passing by. Anti-barking or noise abatement devices shall not be placed or used on any property.

- 12.2 **Defecation.** Owners walking their dogs on the common lawn areas or singlefamily lawns within the community must have a device available for the collection of feces. There are pet waste stations throughout the community that provide pet waste bags and bins for your convenience. Owners are required to pick up pet waste immediately and discard in the proper bins. Owners are also required to pick-up their pet waste from their own lot. Violators maybe fined.

- 12.3 **Vaccinations.** Dogs are required to have proper rabies vaccinations.

- 12.4 **Property Damage.** Pet owners are responsible for any property damage, injury, and disturbance their pet may cause or inflict. Please keep pets off designated mulched areas and landscaping or flowerbeds. The HOA will refer to the town of Holly Springs Animal Control Division to determine 'nuisance' per the town's nuisance ordinances.

- 12.5 **Enforcement.** Local officials will do enforcement of the leash law and other local ordinances. Please contact the animal control office. Other complaints regarding animals should be directed to the Management Company

13 GARBAGE/TRASH COLLECTION AND RECYCLING

13.1 **Garbage/Recycling.** Garbage is collected on **Tuesday** from the curb at the front of the homes. Garbage/Trash/Recycling containers should be placed out for pick-up no earlier than the evening before scheduled pick-up and should be brought in the same day as scheduled pick-up. Residents are encouraged to recycle. The city provides curbside pick-up of glass, plastic, aluminum, newspapers, etc. Recycling is picked-up every other Tuesday. Recyclables are collected from the curb at the front of the homes. Items should be clean before placing in recycling containers to reduce the potential for attraction of bugs, etc.

13.1.1 **Containers.** Garbage/Trash/Recycling containers must be specifically designed for the temporary storage and be in good repair. Residents should contact the Town of Holly Springs for issues regarding their containers.

13.1.1.1 Lids. In addition to being properly maintained, all containers must have lids that are tightly closed.

13.1.2 Location. Garbage/Trash/Recycling containers must be stored inside the garage, so they are not visible from the street or alley at all times (other than pick-up days).

13.1.3 The Association will remove, without notice, garbage or trash containers left without lids that are allowed to collect water or emit a strong odor, or are in other ways determined to be offensive.

13.2 Extra Large Items. Extra-large items such as furniture are collected by special arrangement only. Please call the Town of Holly Springs.

13.3 Yard Waste. Yard waste such as lawn clippings, branches, and other similar items are collected from the curb typically on Wednesdays. Please contact the Town of Holly Springs concerning preparation of these items for pickup.

13.4 Homeowners are responsible for any garbage spread by animals, weather, tenants, or guests of tenants. Failure to cleanup all debris immediately can result in the homeowner being billed for the pick-up of items. When trash, boxes, crates, bins, large items, etc. are found adjacent to homes, they will be removed, without notice. The owner of the home will be held responsible for the cost of such removal. Because of the close proximity of the homes to one another, prompt removal of such items is important.

14 GRILLS

14.1 Due to the risk of fire, townhome residents may not use charcoal or gas grills on decks or within ten feet of the building. Storage of grills on second and third story decks is prohibited.

15 STORAGE

15.1 Lawn furniture, bicycles, grills, toys, etc. should be stored inside the home, garage, storage area or on the rear patio, in a neat and orderly manner. You may not use the front of your home as a storage area. This includes the porch and parking areas.

15.2 In the event of storage of items in violation of this section, the items will be removed, and the homeowner charged for the cost of the removal of the items. No notifications will be given prior to the removal of such items.

15.3 Basketball Hoops/Systems cannot be used in the streets or on sidewalks. The base of the basketball system should be filled with sand. Other types of weight (e.g. tires, bags of sand, bricks) are not allowed as permanent weight solutions.

16 FENCES

16.1 Two styles of fence are permitted to be installed by the owner of the property, with Board of Directors approval. This fence style shall be 4-foot, black aluminum with pickets no greater than 4" apart or white vinyl scalloped and height not to exceed 4 feet (see style exhibit below).

One Gate must be provided. May only be 42" wide. The owner will be responsible for maintenance of the yard inside the fenced area. The Association does not take responsibility for damage to fences caused by normal lawn maintenance. Fences in the townhomes must be located at the rear of the property and may enclose the patio area.





17 OBJECTIONABLE ACTIVITY

As stated in the Declaration, no noxious or offensive activity shall be carried on upon the property or improvements thereon, nor shall anything be done which maybe or may become a nuisance or annoyance to the neighborhood, including but not limited to partying in the visible front yard or parking area. Homeowners will be held legally and financially responsible for any trash cleanup or property damage caused by themselves or their guests.

17.1 Noise. A local noise ordinance exists, and any resident disturbed by excessive or persistent noise at any time should report violations immediately to the police. Disturbances include but are

not limited to loud music, voices, cars, animals, fireworks, etc., that may interrupt sleep or in any way disturb the wellbeing of community residents.

Homeowners are held legally responsible for any disturbances created by themselves, their guests, tenants, or guests of tenants. Offenders are subject to fines, arrest, and criminal charges brought by the Association, neighbors, or the police.

All residents have the right to a quiet neighborhood. Swift and firm action against offenders is the only means to preserve such rights. It is strongly recommended that you request the police to come to your home prior to visiting the noise problem.

In the event you are required to contact the police about a noise problem, please also notify the management agent. The Association will keep a record of noise complaints and will take action against an owner if noise is a repeated problem.

17.2 Foul Language. No foul or abusive language in common areas.

18 SIGNS

18.1 Sale or Rent Signs. One standard and reasonable sign indicating a home is for rent may be posted in the front window of the home. One standard and reasonable sign indicating a home is for sale may be placed in the yard.

18.2 Other Signs. No other signs may be posted on homeowner lots or the common property.

18.3 Signs may not be posted on the mail boxes, light posts, trees, electrical poles, buildings, etc. except by the Scot's Laurel Homeowners Association.

18.4 Enforcement. Signs in violation of this section will be removed and any cost associated with the removal will be billed to the property owner.

19 SOLICITING

19.1 Soliciting is not allowed. Please advise solicitors that the parking areas, sidewalks, and Common Property is private property and request they leave. If they do not leave, please contact the Police Department. Please also notify the management agent of the problem. Soliciting includes the distribution of any information or the collection of money for any purpose. Religious organizations are not exempt from this section.

20 REPORTING VIOLATIONS

Any homeowner reporting violations should email the Management Company with details and include pictures. The Board may impose fines to offending homeowners. The Association may also suspend the voting rights and the right to use the common areas.

21 POOL RULES AND ACCESS

Pool Hours: dawn-dusk

Violation of the rules and regulations may result in penalties such as, temporary or permanent revocation of a Scot's Laurel resident's access to the pool and fines.

1. The pool is for the exclusive use of Scot's Laurel residents and their guests. Residents will be responsible for all actions and conduct of their guests and must accompany their guests when they use the pool. The maximum number of guests allowed per residence is 4 (four) at any one time. To assist in controlling unauthorized access to the pool, residents should be prepared to present identification (pool access card, driver's license, etc.). Do not allow entry to anyone without a pool access card. Privileges, such as pool access, are denied when dues are not current.
2. The homeowner will be held responsible for the actions of their tenants and damages caused by their tenants.
3. Children 14 and under must be accompanied by an individual 16 years or older. Individuals ages 16 and 17 may only be responsible for up to 2 children under the age of 14 OR be permitted to have a maximum of 2 guests.
4. Pool Attendants will not be on duty. Swim at your own risk.
5. No glass is allowed inside the pool gate. Broken glass in the pool will result in closing the pool for the required draining, cleaning, refilling and Health Department inspection. THE OFFENDING HOMEOWNER WILL BE ASSESSED FOR THESE EXPENSES.
6. The pool may be closed at any time due either to a mechanical malfunction, weather conditions, or any other operational difficulty at the discretion of the Homeowners Association. Prior notification of the pool closing is not required, although every effort will be made to do so.
7. Animals are not allowed in the fenced-in pool area.
8. A shower is suggested before entering the pool.
9. Persons with open wounds, sores, skin infections, fever, or diarrhea are not permitted in the pool area. Persons with bandages or Band-Aids are not permitted in the pool.
10. Running, profanity, improper conduct, or any behavior that is potentially dangerous or offensive is not permitted.
11. Pool furniture is not allowed in the pool.
12. No type of any smoking is allowed inside the pool gate area. This includes e-cigarettes and the like.
13. No diving or jumping into the pool is permitted.
14. Swimsuits are required for anyone entering the pool. Any type of "cut-off" short is not permitted in the pool due to the loose strings that can severely damage the pump and filter system.
15. All trash should be deposited in the appropriate receptacles.
16. Keep the cabana house bathrooms clean.
17. No bicycles, skates, skateboards or scooters are allowed inside the fenced-in pool area.
18. No "oversized" water toys or floats are permitted. Rafts are limited to a single person size.
19. All children wearing a diaper of any type are required to wear plastic swim pants over their diapers or swim diapers while in the pool area.
20. No loud music is permitted.
21. No grills are allowed inside the pool gates. Food and drinks are not allowed inside the pool itself.

22. Everyone must clear the pool and pool deck in the event of a storm.
23. Secure the entrance gate after entering or upon leaving the pool area.
24. Pool access keys will be turned off if you are not current with your HOA dues and/or fines.
25. Do not let homeowners into the pool without their key.
26. Homeowners with delinquent dues that do not have working pool keys that are found using the pool will be fined \$50 per occurrence.
27. Pool furniture and umbrellas are considered common HOA property and damage from inappropriate use (including standing on them) may be repaired or replaced at the homeowner's expense.
28. Please close pool umbrellas after the use of them.

Please report any non-compliance of the above rules or any damage to the management company. The Rules & Regulations were carefully developed to ensure the safety, comfort, and benefit of the residents in their use and enjoyment of the pool. Situations may occur that are unique to the operation of the pool and these situations will be reviewed by the HOA Board and Pool Committee and, ultimately, incorporated into the Rules & Regulations on a case-by-case basis. You are urged to review these rules and to cooperate in their application. Residents should caution their children and guests to observe the rules.

Residents in good standing may be given special permission to use the pool for small (more than 4 and less than 10 guests) gatherings. Residents must obtain prior approval to use the pool, reserving the grassy area by the pool, 2 tables and 10 chairs for small parties by contacting the management company in advance. All pool rules apply. A \$100.00 cleaning fee will be assessed if the areas are not cleaned up after use.

SCOTS LAUREL TOWNHOME RESPONSIBILITY CHART EXHIBIT A

ITEM	Homeowner	Association
Animals in chimney	xxx	
Attic power vents and fans	xxx	
Chimney cap leaks	xxx	
Chimney surface (brick)		xxx
Common area lighting		xxx
Common sidewalk maintenance		xxx
Damage to landscaping caused by resident, employee or guest, autos, repairs, spills, pets, etc.	xxx	
Driveways repair and replacement		xxx
Electrical fixtures (except in common areas)	xxx	
Exterior townhouse numbers	xxx	
Exterior water spigots	xxx	
Exterior window frames and encasements	xxx	
Exterior yard lights & fixtures	xxx	
Extra cost of painting due to owner negligence (changing the color or using the wrong type of paint)	xxx	

Foundation/structural parts of home	xxx	
Garage Doors	xxx	
Garbage receptacles	xxx	
Grounds/Landscaping (builder installed)		xxx
Grounds/Landscaping (common areas)		xxx
Grounds/Landscaping (homeowner installed)	xxx	
Gutter Cleaning		xxx
Gutters and downspouts replacement and repair		xxx
Heating/AC units & feeder lines	xxx	
Interior drainage (except gutters & downspouts)	xxx	
Interior repairs caused by leaks	xxx	
Mailbox repair/replacement (normal use)		xxx
Meter leaks or replacement	xxx	
Party Walls- shared by owner	xxx	
Pest control- inside home	xxx	
Private road & parking areas other than driveway		xxx
Repair/Maintenance of Architectural changes	xxx	
Roof repair/Leaks/Replacement		xxx
Screens, screen doors, screened porches, porches and decks	xxx	
Service Walks from drive to home	xxx	
Sewer lines from common cleanout to city line		xxx
Siding, trim and shutters (cleaning/painting/repair)		xxx
Storm doors	xxx	
Structural problems	xxx	
Termite warranty		xxx
Water lines damaged by HOA		xxx
Water lines outside of foundation wall		xxx
Water lines from meter wall to interior	xxx	
Weather-stripping	xxx	
Window fixtures & door hardware	xxx	
Window glass	xxx	