

**GROVES PARK COMMONS**

**A Traditional Neighborhood**

**RULES AND REGULATIONS**

## Table of Contents

### Introduction

Article I – Design Regulations .....	1
Section 1 – Architectural Styles.....	1
Section 2 – Architectural Standards & Elements.....	1
(a) Walls .....	1
(b) Minimum Ceiling Heights .....	2
(c) Foundations & Piers .....	2
(d) Roofs.....	2
(e) Soffitt and Fascia.....	3
(f) Porches & Exterior Balconies.....	3
(g) Decks .....	4
(h) Windows .....	5
(i) Doors .....	5
(j) Chimneys, Chases, Roof and Wall Vents.....	6
(k) Colors and Painting .....	6
(l) Outbuildings.....	7
(m) Sidewalks.....	7
(n) General/Miscellaneous .....	7
Section 3 – Garages.....	7
Section 4 – Driveways .....	8
Section 5 – Mailboxes .....	8
Section 6 – Underground Utilities .....	8
Section 7 – Utility Meters and HVAC .....	9
Section 8 – Walls and Fences .....	9
Article II – Plan Approval.....	9
Section 1 – Plan Approval.....	9
Section 2 – Submission of Plans and Specifications.....	9
Section 3 – Fees .....	10
Section 4 – Approval and Disapproval of Plans and Specifications.....	10
Section 5 – Obligation to Act .....	11
Section 6 – No Waiver .....	11
Section 7 – Variances.....	11
Article III – Construction .....	12
Section 1 – Approval of Builders.....	12
Section 2 – Construction Bond or Cash Deposit .....	12
Section 3 – Construction of Improvements.....	13
Section 4 – Right of Inspection.....	14
Section 5 – Violations .....	14

Section 6 – Conduct .....	15
Section 7 – Erosion Control.....	16
Article IV – Landscaping Regulations.....	16
Section 1 – Landscaping Regulations .....	16
(a) Landscaping Plan.....	16
Section 2 – Landscaping and Tree Maintenance .....	17
Article V – General.....	18
Section 1 – Exterior Lighting .....	18
Section 2 – Parking .....	18
Section 3 – Satellite Dishes and Antennae.....	19
Section 4 – Outdoor Furniture, Recreational Facilities and Clothelines.....	19
Section 5 – Security/Alarm Systems.....	20
Section 6 – Pets and Animals .....	20
Section 7 – Trash, Rubbish and Nuisances .....	21
Section 8 – Vehicles, Machinery and Equipment.....	22
Section 9 – Signage.....	23
Section 10 – Wells and Tanks .....	24
Section 11 – Temporary Structures.....	24
Section 12 – Swimming Pools and Tennis Courts.....	24
Section 13 – Common Areas, Recreational Areas and Facilities .....	24
Section 14 – Use and Leasing of Dwellings.....	26
Section 15 – Bulletin Boards.....	26
Section 16 – Complaints.....	26
Section 17 – Controlled Substances.....	26
Section 18 – Damage to Property .....	26
Section 19 – Denial of Use.....	26
Section 20 – Keys .....	27
Section 21 – Firearms and Fireworks.....	27
Section 22 – Flammable and Toxic Substances .....	27
Section 23 – Radios and Stereos.....	27
Section 24 – Lawnmowers and Yard Maintenance Equipment.....	28
Section 25 – Obstructions.....	28
Section 26 – Owners Who are not Natural Persons and Non-Owner Usage.....	28
Section 27 – Compliance with Governmental Regulations.....	28
Section 28 – Yard and Garage Sales .....	28
Section 29 – Easement Interference.....	28
Section 30 – Holiday Decorations .....	28
Section 31 – Miscellaneous .....	29
Section 32 – Enforcement and Remedies.....	29
Section 33 – Additional Regulations .....	29
Section 34 – Water and Boating Regulations.....	30

## **RULES AND REGULATIONS**

These rules and regulations (the “Rules”) have been adopted and imposed upon the Property in order to maintain the aesthetic quality and peaceful environment of Groves Park Commons. Each Owner and Occupant will be bound by all of the terms and provisions set forth herein, as well as all amendments hereto.

These Rules are provided for and referred to in the Groves Park Commons Declaration of Easements, Covenants and Restrictions dated as of \_\_\_\_\_ and recorded as \_\_\_\_\_ in the office of the Register of Deeds for Anderson County, Tennessee (the “Declaration”) and any amendments thereto. Capitalized terms not otherwise expressly defined herein shall have the same meanings given in the Declaration. These Rules are in addition to all of the terms and provisions set forth in the Declaration and the Bylaws of the Association. In the event of any conflict or ambiguity between the terms and provisions set forth herein and those set forth in the Declaration, then, except as otherwise expressly provided herein to the contrary, the terms and provisions of the Declaration shall at all times control. These Rules may be amended at any time and from time to time by the Developer, Board or ACC in the manner provided in the Declaration.

## **ARTICLE I**

### **DESIGN REGULATIONS**

Section 1. **Architectural Styles.** This section specifies the styles of architecture, which can be used for homes in Groves Park Commons. These are not meant to be absolutes from which one must copy, but depictions of building characteristics. All Dwellings shall be of styles generally recognized as “traditional” home styles as indicated in the “Guidelines and Pattern Book” available from Developer, the contents and provisions of which are incorporated herein by reference.

The ultimate decision as to whether proposed plans are of an acceptable style shall be made by the ACC.

Section 2. **Architectural Standards & Elements.** The goals of the following Architectural Standards & Elements along with the Guidelines and Pattern Book to define a common level of quality by which all plans are reviewed and to help define the architectural character of Groves Park Commons. These standards cover all aspects of Buildings, Dwellings and Improvements. Variances may be allowed if determined appropriate by the ACC, in its sole discretion.

Notes: Where stone is referred to in this document, it is meant to include natural stone but may, subject to approval of the ACC, include synthetic or cultured products that mimic the size, texture and appearance of natural stone. Where brick is referred to in this document, it is meant to only include brick of “traditional” color, size and surface texture. Any reference to stucco shall exclude “EIFS” or similar products.

(a) **Walls**

Acceptable Exterior Siding Materials

Wood clapboard, beveled wood siding or wood shakes, finished with paint or solid stain  
Cedar shingles, finished with paint or stain  
Fiber-cement (“Hardiplank” or equal) lap siding, finished with paint  
Brick, traditional colors with minimal color blend  
Stone  
Stucco

Prohibited Exterior Siding Materials

Vinyl Siding  
Wood fiber composites  
Aluminum siding  
EIFS

### Methods and Configuration

Wall materials must be appropriate for architectural style. Generally, siding shall be horizontal with no greater than a 7.5" exposure. Finish building materials shall be applied consistently to the exterior of a Building. Multiple wall cladding materials are discouraged unless typical of the architectural style. Where brick, stone or stucco is used on the front of a building it must wrap the side by a minimum of 4' or stop at an acceptable break line. Where stucco type materials are used, they shall have a background color and a complimentary trim color to include banding, window and door trim.

- (b) **Minimum Ceiling Heights.** The minimum ceiling height for the main (street level) floor of any Dwelling shall be nine (9) feet. The minimum ceiling height for the second floor of the Dwelling shall be eight (8) feet.

- (c) **Foundations & Piers**

#### Acceptable Materials

Poured concrete (see Methods for covering)  
Brick  
Stone  
CCA treated lumber (above grade, for piers only)

#### Prohibited Materials

Exposed Concrete Block

#### Methods & Configuration

Foundations elevated above grade 18" to 36" are encouraged. Exposed foundations must be covered by brick, stone or stucco on the front, rear & sides of the Building. Other simulated brick and stone applications may also be considered with approval of a sample or photograph. Except for rear decks, all open areas between piers shall be screened with lattice, painted or stained. There will be no exposed block or concrete. This also applies to slab foundations, the turned down concrete is to be covered.

- (d) **Roofs**

#### Acceptable Materials

25 year or better "architecturally dimensional shingles" made of asphalt or fiberglass  
Standing seam and batten seam metal

Copper  
Slate or approved synthetic slate  
Membrane or built-up (for flat roof)

Prohibited Materials

Corrugated metal  
Metal panels  
Metal shingles  
Wood shakes or shingles

Methods and Configuration

Roof pitch shall be appropriate with style, generally 6:12 to 12:12. Porch roofs may be a minimum of 3:12. The ACC shall have the right to establish specific requirements for the pitch of any roof and the type of roofing materials which may be utilized for any Building. Flat roofs may be permitted under upper level decks and porches or if hidden by a façade. Mansard roofs are not permitted.

(e) **Soffit and Fascia**

Acceptable Materials

Wood, painted or stained  
Prefinished aluminum  
Fiber-cement (Hardisoffit, Hardipanel)  
Vinyl

Methods and Configuration

Eaves shall be appropriate for building style. Open, exposed rafters are acceptable, as are sloped soffits.

(f) **Porches & Exterior Balconies**

Acceptable Materials

Columns:

Stone  
Wrought iron or equal  
Wood, painted or stained (metal bases allowed)  
Fiberglass, painted  
Brick  
Stucco  
Composite materials

Railing/Balustrades/Trim:

Wrought iron or equal  
Wood, painted or stained  
Composite materials

Porch Floors:

T & G Wood, painted or stained  
Concrete  
Tile  
Brick pavers  
Trex or equal  
Azek Deck or equal  
Synthetic material (at balconies only, above dry areas)

Porch Ceilings:

Wood, painted or stained  
Stucco  
Exposed rafters, painted or stained  
Exterior drywall  
Fiber cement products, painted  
Aluminum  
Vinyl

Prohibited Materials

Screen on front porches

Methods and Configuration

Porch columns shall be at least 6” in diameter if greater than 8’ in height. Balustrades shall have top and bottom rails with eased edges, centered on balusters. Any screen porch which is a part of any Dwelling or accessory improvement must have a dark color screen, and no bright color silver finish screens may be used.

(g) **Decks**

Acceptable Materials

Wood, CCA treated or western red cedar  
Azek Deck or equal

Methods and Configuration

Decks shall be located in rear or side yards (not street side)

(h) **Windows**

Acceptable Materials

Frame & Sash:

Clad wood windows

Vinyl

Glazing:

Clear glass

Beveled or stained

Lightly tinted – Low E

Prohibited Materials

Reflective glass, glazing or coverings

Steel or aluminum windows

Methods and Configuration

Windows shall be vertically proportioned, unless inappropriate for architectural style or not feasible because of interior limitations (cabinets, etc.). Mullions are encouraged and grill patterns will be consistent with overall neighborhood design. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes. Colors are to be consistent with trim. No aluminum awnings will be permitted. Fabric awnings permitted only at rear of Dwellings. Appropriate window treatments shall be used on all windows. Sheets, bed linens, blankets and paper or plastic bags are not acceptable window treatments. It is recommended that the front of all houses use shutters on all windows, assuming it is architecturally desirable. Shutters may be wood, fiberglass or plastic.

(i) **Doors**

Acceptable Materials

Solid wood with glazing and/or panels, painted or stained

Fiberglass with glazing and/or panels, painted.

Insulated metal with glazing and/or panels, painted.

Prohibited Materials

Flush doors

### Methods and Configuration

Main entry doors shall have the same exterior trim requirements as windows. Sliding patio or “atrium” type doors shall not be located on street sides. Burglar bars on doors (including wrought iron doors) shall not be permitted. Wooden screen doors and wooden storm doors may be used on any Building subject to the written approval of the same by the ACC, however in no case will such be approved on any front door. No aluminum or metal doors with glass fronts (e.g. storm doors) shall be allowed on any front facade.

#### (j) **Chimneys, Chases, Roof and Wall Vents**

##### Acceptable Chimney and Chase Materials

Stucco with cap or coping  
Brick  
Stone  
Siding (only at rear and non-street sides)

##### Methods and Configuration

Chimneys and chases on street sides must be compatible with the building architecture, and truncations below the roof line are strongly discouraged. Wall and roof vents shall be finished in a color compatible with the surrounding material to the greatest extent possible. All plumbing, heating, and gas vents shall be hidden from front view. Ridge vents are encouraged, and mushroom vents should only be used where not visible from the Street. No projections of any type shall be placed or permitted to remain above the roof of any Building except for approved chimneys, chimney pots, vent stacks and ridge vents.

#### (k) **Colors and Painting**

All wood and fiber cement products shall be painted or stained. All front porch railing, columns, trim, etc. shall be painted or stained. No bare pressure treated (green) lumber will be accepted. Only rear decks may have exposed treated lumber. Color selections shall be harmonious with each other and with natural materials, and shall be compatible with colors of the natural surrounding, adjacent Buildings and the overall “traditional” design of the neighborhood.

All exterior finishes shall be carefully reviewed to ensure compatibility with surrounding Buildings. Muted colors are encouraged and excessively

bright or harsh colors are not permitted. Complimentary trim and siding colors are encouraged.

(l) **Outbuildings**

Outbuildings shall match the architectural style, color and material of the Dwelling. Portable sheds are not allowed.

(m) **Sidewalks**

Acceptable Materials

Concrete, plain (unless otherwise approved)  
Concrete or brick pavers

Prohibited Materials

Gravel

Methods and Configuration

The public sidewalk at the front of the Lot (front and side on corner lots), is the responsibility of each lot owner/builder.

Sidewalks in the public right-of-way shall be 5' in width and conforming to all City requirements. At side and rear yards, decorative gravel, stepping stones and mulch paths are allowed and must be shown on the site plan.

(n) **General/Miscellaneous**

Buildings on corner lots shall have the street side fully detailed in terms of windows and other architectural elements.

To the best extent possible, all gutter downspouts shall empty into underground PVC drainage leaders. These leaders are to tie into the central storm drainage system. All gutter downspouts that empty towards the side neighbor's house shall empty into a leader pipe or drainage swale.

Substitutions of comparable appearance and quality may be made by the ACC.

Section 3. **Garages.**

- (a) Garages are permitted only as provided herein. Notwithstanding anything provided herein to the contrary, any Lot which is located on an Alley must have a rear entry garage or a garage that is entered from the Alley.
- (b) Garages shall be 1 or 2 car, and may be attached or detached. 3 car garages shall be permitted on Estate Lots. If possible these will side load. 3 car garages are also permitted on rear loading garage lots of sufficient size. No open-sided carports are permitted without the approval of the ACC.
- (c) All garages must be equipped with garage doors of raised panel construction, and each garage door must be coordinated by both color and style with the Dwelling to which it is appurtenant. Garage doors shall be constructed of such materials as are approved by the ACC. Garage doors shall be kept in working order and shall be kept closed when not in use.

Section 4. **Driveways.** All Lots with front loading garages shall have a driveway of at least eighteen (18) feet in width unless prior approval is obtained from the ACC. No driveway shall be constructed or altered on any Lot without the prior written approval of the ACC of plans and specifications locating such driveway. Such specifications shall include the proposed substance of concrete, stone or brick to be used in constructing such roads and driveways, which substance of concrete, stone or brick shall be satisfactory to the ACC. Parking spaces, garages, and the driveway to a garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, street scape and compatibility with surrounding Improvements.

Section 5. **Mailboxes.** Mailboxes shall be located in such locations as approved by the ACC. All mailboxes and newspaper boxes shall be of a type, design, color and location as may be established or approved by the ACC. In lieu of mailboxes, the Developer or the Association may (but without obligation) provide within any of the Common Areas a kiosk or community mail center. Only one (1) style mailbox and adjoining newspaper box shall be located on any Lot. All mailboxes shall include only the Owner's name and house number, and shall be located as prescribed by the Association and/or United States Postal Service. Site built mailbox enclosures and stands may be permitted if they match the architectural style of the Building and if approved by the ACC.

Section 6. **Underground Utilities.** All utility lines, pipes, conduit and wiring for electrical, gas, telephone, water, sanitary sewer, cable television, security and any other utility service for any portion of Groves Park Commons shall be installed and maintained below ground; provided, however, that above ground electrical transformers and other equipment may be permitted if properly screened and approved by the ACC. The foregoing shall not prohibit the use of temporary above-ground utility lines, conduit and wiring utilized during and removed after the construction of any Improvements on a Lot. No exposed wiring or conduit for utility lines shall be installed along the outside walls or on the roofing of any Building.

**No Homeowner is to dig any hole or trench for planting or other purposes prior to contacting the Tennessee-One-Call service at 1-800-351-1111. Due to the vast extent of buried utilities, this service must be used. If any owner damages any utilities, it is their sole responsibility for repair costs and any applicable fines.**

Section 7. **Utility Meters and HVAC.** Except as otherwise approved by the ACC, all electrical, gas, telephone and cable television meters shall be located on each Lot so as not to be visible from any Street. All exterior equipment (HVAC units, meters, etc.) shall be ground mounted and screened by fencing or evergreen planting of a density and height to hide the unit effectively, which fencing or planting shall first be approved by the ACC. No window mounted heating or air conditioning units or window fans shall be permitted on the exterior of any Buildings unless otherwise approved by the ACC. No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot or any Improvements thereto unless approved by the ACC.

Section 8. **Walls and Fences.** In general, walls and fences are not encouraged within Groves Park Commons as they are often contrary to the architectural and landscaping concepts as well as the sense of community that is promoted at Groves Park Commons. Hedges, berms and other landscape alternatives are preferred. However, in keeping with the desire of some Owners who may want to have swimming pools, gardens (as applicable), walls and fences will be permitted on a restricted basis that will not detract from the overall appearance. Construction of walls and fences will only be of vertical wood (painted or stained), masonry (including stone, stucco and brick), wrought iron, PVC, masonry and/or wrought iron used in concert. Picket fences may also be permitted if they are in keeping with the approved architectural design of the Improvements and landscaping for a particular Lot. Chain link, other wire or exposed concrete block fences or walls are absolutely prohibited. No fence or retaining wall may be constructed of railroad ties. At or near common property lines, fences or walls shall present a simple surface to adjoining neighbor. No wall or fence of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ACC of plans and specifications for such walls or fences. No wall or fence over five (5) feet in height shall be permitted except for special conditions approved by the ACC. No fence shall be erected parallel to the fence on an adjoining Lot. In general it is encouraged that no wall or fence shall extend forward of the rear corners of the house. Maximum height for fences within the required front yard is 42". All street-side retaining walls shall be faced with brick or stone.

## **ARTICLE II** **PLAN APPROVAL**

Section 1. **Plan Approval.** No Buildings or other Improvements, including exterior building or landscape modifications of any nature whatsoever, shall be constructed on any Lot unless the plans and specifications for such Building or other Improvements have been approved in writing by the ACC.

Section 2. **Submission of Plans and Specifications.** No clearing, grading, construction, alteration, repair or Improvement shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Improvement upon any Lot be altered

in any way which materially changes the exterior appearance of the Improvement or Lot, unless plans and specifications therefore shall have been first submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC, including, without being limited to, two copies of the following:

- (a) a site plan showing the location of all proposed and existing Improvements on the Lot, including building setbacks, open space, driveways, walkways and parking spaces;
- (b) floor plans;
- (c) exterior elevations of all proposed Improvements and alterations to existing Improvements, as such Improvements will appear after all back-filling and landscaping are completed;
- (d) specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed Improvements and alterations to existing Improvements, and also showing front, side and rear elevations;
- (e) plans for grading and landscaping including exterior lighting schemes;
- (f) garage door location and design; and
- (g) samples of building and paint materials used may be required.

The ACC shall have the authority to request additional plans, drawings, specifications, samples or other information. Depending upon the nature and extent of the proposed work, the ACC shall also have the authority to waive any of the foregoing requirements.

Section 3. **Fees.** A plans review fee shall be payable upon submission of any plans to the ACC for review and approval. This fee shall be determined by the ACC and may be adjusted from time to time as needed.

Section 4. **Approval and Disapproval of Plans and Specifications.**

- (a) Subject to review by the Board as provided for in Article IV, Section 2 of the Declaration, the ACC shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient.
- (b) Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant

submitting the same. Approval of any plans and specifications relating to any Lot or Improvement shall be final as to that Lot or Improvement and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval. In the event that the ACC rejects plans, specifications or site plans submitted for approval under this Article, the party submitting the plans, specifications or site plans may make the necessary alterations to said plans or specifications and resubmit them for approval. In lieu of re-submittal, applicant may appeal the disapproval by the ACC to the Board as provided for in Article IV, Section 2 of the Declaration.

- (c) Neither the Developer nor any member of the ACC shall be responsible or liable in any way for any defects in any plans or specifications approved by the ACC, or for any structural defects in any work done according to such plans and specifications approved by the ACC. Further, approval of plans and specifications by the ACC shall not be deemed to represent or warrant to any Person that the plans and specifications comply with applicable codes and laws, nor the quality, function or operation of the Improvement or of any construction, workmanship, engineering, materials or equipment. Neither Developer nor any member of the ACC shall be liable for damages or in any other respect to anyone submitting plans or specifications for approval under this Article, or to any Owner, or to any other Person having an interest in any of the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. By submission of such plans and specifications to the ACC, every Owner of any Lot releases and agrees to hold harmless and to defend Developer and any member of the ACC from any such alleged liability, claim and/or damage including attorney's fees.

Section 5. **Obligation to Act.** The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by the ACC to take action within thirty (30) days of the receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

Section 6. **No Waiver.** Approval of any plans and specifications for use in connection with any Lot or Improvement shall not be deemed a waiver of the ACC's right, in its sole discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with other Lots or Improvements.

Section 7. **Variances.** Notwithstanding anything to the contrary contained herein, the ACC shall be authorized to grant individual variances from any of the provisions of these Rules if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique, unusual, or special circumstances, such as, but not limited to,

topography, natural obstructions, hardship, aesthetic considerations or environmental considerations and would not be inconsistent with the overall scheme of development for Groves Park Commons. No variance shall (a) be effective unless in writing, (b) be inconsistent with the overall scheme of development for Groves Park Commons, or (c) estop the ACC from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit or the terms of any financing shall not be considered a hardship warranting a variance.

### **ARTICLE III** **CONSTRUCTION**

Section 1. **Approval of Builders.** Any builder or landscaper, prior to performing any work on any Lot, must first be approved by the ACC as to financial stability, building or landscaping experience and ability to build or landscape Improvements or grounds of the class and type of those which are to be built on the Property. Such approval shall be within the sole discretion of the ACC. No Person shall be approved as a builder or landscaper unless such person obtains his or her income primarily from construction or landscaping of the type which builder or landscaper is to perform upon the Property. No Owner will be permitted to act as his or her own builder or contractor except where such Owner obtains his or her income primarily from the construction of the type of Improvements to be constructed on the Property and otherwise meets the qualifications hereinabove set forth.

Section 2. **Construction Bond or Cash Deposit.** With respect to all proposed Improvements, the builder or Owner shall submit to the ACC at the time that plans and specifications are submitted, a construction bond or cash deposit in an amount to be determined based upon the scope, nature and cost of the proposed Improvements, to be held in an interest bearing escrow by the ACC until the Improvements are complete and the ACC conducts its final inspection. The construction bond or cash deposit shall be used to offset costs incurred by the Association or the ACC as a result of or to:

- (a) Clean-up, maintain, or repair damage to any property caused by the builder or Owner or their subcontractors, suppliers and representatives during construction;
- (b) The expenditure of legal fees and other costs incurred by the ACC in order to correct any construction or alteration not performed in substantial compliance with the plans and specifications approved by the ACC.

Once Improvements have been inspected and determined by the ACC to have been completed in accordance with the approved plans and specifications, the deposits and any accrued interest, less any amounts used as provided for in this Section 2, will be returned. Provided, however, the setting of a specified amount of the construction bond or cash deposit is not intended and shall not serve as a limitation on the amount recoverable from the owner to the extent the damages, fees or expenses described in subparagraphs (a) and/or (b) exceed the amount of the construction bond or cash deposit.

Section 3. **Construction of Improvements.**

(a) During the construction of any Improvements on a Lot, (i) all portions of such Lot shall be maintained in a clean condition, free of debris and waste material, (ii) all unused construction materials shall be stored, to the extent practicable, out of view from any Street and (iii) all construction trash, debris and rubbish on each Lot shall be properly disposed of outside Groves Park Commons at least weekly. No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a Dwelling or Improvement on such Lot, nor shall any building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are being used. Used construction materials may be burned on-site only in accordance with the laws, ordinances, codes, statutes, rules or regulations of any applicable governmental authority; in no event, however, shall any used construction materials be buried on or beneath any Lot or any other portion of Groves Park Commons. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any Street or Alley. Each Owner and each Owner's contractor, subcontractors, laborers and suppliers shall cause all such dirt, mud, gravel and other substances to be removed from the treads and wheels of all vehicles used in or related to the construction of Improvements on a Lot prior to such vehicles traveling on any Street or Alley.

(b) During the initial construction of any Improvements to a Lot, one (1) sign, in size and color to be approved by the ACC, may be posted on a Lot at a height not to exceed five (5) feet from the ground level advertising the Lot or Improvements thereon for sale or lease or containing information identifying OSHA requirements, the architect, contractor or builder of such Improvements and the type of structure being built on such Lot. No other signage, banners, flags or advertising posters shall be allowed on any portion of Groves Park Commons. No signage shall be attached, nailed or otherwise adhered to any tree or other flora.

(c) During the construction of any Improvements, construction equipment and the vehicles of all contractors, subcontractors, laborers, materialmen and suppliers shall (i) not park within any of the Common Areas, (ii) not interfere with or block vehicular or pedestrian access through and upon the Streets, Alleys or Common Areas, (iii) enter the Lot only from the Alley to the extent such Lot abuts an Alley and (iv) not damage trees or other vegetation on such Lot which are to be preserved. No construction trucks, equipment or machinery, including any trailers used for the transportation of construction equipment or machinery, shall be parked overnight on any Street, Alley or Common Area. Upon completion of construction of any Improvements on any Lot, all construction machinery, tools and equipment, all unused construction materials and all trash, debris and rubbish shall be immediately removed from the Lot and such Lot and all Improvements thereto shall be kept and maintained in a clean and uncluttered condition.

(d) The provisions of sub-paragraphs (a) through (c) above shall not be applicable to the Developer or any of its agents, employees or contractors.

(e) All Improvements to any Lot shall be constructed in compliance with these Rules and all applicable governmental laws, codes, regulations and/or orders. Each Owner

shall be solely responsible for obtaining from the appropriate governmental authorities all necessary permits and licenses and otherwise paying all required fees for the construction of any Improvements on such Owner's Lot. Each Owner shall also be responsible for strict compliance with these Rules and all applicable watershed protection, soil erosion and other governmental regulations, both during and after completion of construction of any Improvements on such Owner's Lot.

(f) Each Owner or such Owner's builder or contractor shall provide on each Lot upon which Improvements are being constructed (i) a dumpster for all used construction material, trash, debris and other rubbish generated from the construction of Improvements on such Lot, which dumpster shall be emptied each time the same becomes full, (ii) a portable toilet which shall at all times be cleaned at regular intervals and (iii) silt fencing where required to control runoff and maintain clean and safe streets and alleys.

(g) No private residence erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required; nor shall any residence when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within twelve (12) months from the start thereof, provided, that the ACC may extend such time when in its opinion conditions warrant such extension.

(h) Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing, sidewalks, or street resulting from construction on such Lot. Any damage to any section(s) of the sidewalk must be repaired by replacing completely all sections affected. Repairs of such damage must be made as soon as reasonably possible but in no event not more than thirty (30) days after completion of such construction.

Section 4. **Right of Inspection.** During the construction process of a Improvement, the ACC, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Improvement thereon for the purpose of ascertaining whether the installation, construction, or alteration of any Improvement or the use of any Lot or Improvement is in compliance with the provisions of these Rules; and the ACC shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

Section 5. **Violations.**

(a) If any Improvement shall be erected, placed, maintained or altered upon any Lot, other than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the ACC in enjoining and/or removing any construction or improvements may be charged to

the Owner of such Improvement and his or her Lot as a specific assessment pursuant to Article VII, Section 8 of the Declaration.

- (b) The ACC shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. The Owner shall take reasonable steps toward the required remedial action, and shall use due diligence and best efforts to timely and promptly complete the required remedial action. If the Owner shall not have taken reasonable steps toward the required remedial action within twenty (20) days after the mailing of the aforesaid notice of violation, then the ACC shall have the right of enforcement as provided in Section 32 of Article V hereof. In addition to the right of enforcement, the Board, upon being informed of such violation by the ACC, shall be entitled to seek equitable relief to enjoin such construction and/or to remove any Improvement subject to the violation.

Section 6. **Conduct.** All builders and Owners shall be held responsible for the acts of their employees, subcontractors, suppliers and other persons or parties involved in construction or alteration of a Improvement. In this regard, a builder or Owner shall be responsible for the following:

- (a) Ensuring that the construction site is kept clean and free of debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion. THE CONSTRUCTION AREA SHALL BE POLICED AND KEPT FREE OF DEBRIS AT THE END OF EACH DAY. Each builder shall place a trash receptacle on the Lot at least thirty (30) feet from the street.
- (b) Prohibiting the consumption of alcoholic beverages, illegal drugs or other toxicants that could hamper the safety or well being of other personnel on the site or affect the quality of workmanship. Obnoxious or loud music and behavior shall not be permitted on the construction site.
- (c) Assuring that the aforementioned are properly insured, particularly by carrying of workman's compensation insurance and by carrying a policy of general liability insurance of at least Five Hundred Thousand Dollars (\$500,000.00) per person/per incident.
- (d) Assuring that the aforementioned do not commit any violation of these Rules.
- (e) Ensuring that all driveways on the construction site are sufficiently graveled, a portable toilet is available and used by the construction workers and any mud or any debris caused by the construction are removed from the adjoining Streets or Alleys, all as soon as reasonably possible, but no later than the end of the work day in which the mud or debris became a problem.

- (f) Each builder and Owner shall be responsible for providing metered water and electric service to the job site prior to starting work. Usage of water and electricity from adjoining properties is not permitted.

Section 7. **Erosion Control.** No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) the installation of silt fences or other physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and require landscaping as provided for in Article IV.

#### **ARTICLE IV** **LANDSCAPING REGULATIONS**

Section 1. **Landscaping Regulations.** Except to the extent provided to the contrary in this Article IV, or unless otherwise approved in writing by the ACC, the following shall be applicable to all Lots. The purpose of these regulations is to help create an exterior environment at Groves Park Commons that is pleasant and inviting, while helping to provide privacy where desired.

(a) **Landscaping Plan.** A comprehensive landscaping plan for each Lot must be designed by a registered Landscape Architect or person of similar competence and must be submitted to and approved by the ACC.

(b) Each Owner shall, to the extent practicable, incorporate into the landscaping plan for his or her Lot the natural flora existing on such Lot. In addition, with respect to any Lots which abut any creeks or streams within Groves Park Commons, the Owner of each such Lot shall take such steps which would, to the greatest extent practicable, preserve the existing trees, flora, wild flowers and natural environment in and along such creeks and streams.

(c) All new trees should be shown on the landscape plan and identified by species. Trees on the street side of Dwellings should be a minimum of 2” caliper for large trees and 1 1/2” caliper for smaller trees.

(d) Each Lot, forty-five (45) feet wide or larger, shall have 1 hardwood of a minimum 2” caliper. Townhouse lots shall have at least 1 tree per the ACC plan. Corner Lots shall have 2 hardwood trees on each street side. The species may be specified by the ACC to create tree lined streets of similar species on certain blocks or in given areas. On all other Lots, the front and street side yards shall each include 2 hardwoods planted parallel and 4’ inside the sidewalk (the lot side), having a minimum diameter of 2”.

(e) At a minimum, 40% of the front yard, 25% of the side yard and 25% of the alley yard of each Lot shall be planted with landscaping materials other than sod or grass. Eighty percent (80%) of the foundation plants (i.e., plants planted adjacent to or along the exterior of a Dwelling) must be evergreen. All yards are to have no less than 14 shrubs, 4 five gallon, 4 two gallon and 6 one gallon, all in bark mulch beds.

(f) The front and side yards on each Lot shall be sodded. The provisions regarding side yards shall not be applicable to any Town House Lot that does not have a side yard. Rear yards may be seeded or sodded. Zoysia grass shall not be permitted.

(g) In addition, the ACC may promulgate additional landscaping requirements for each Lot.

(h) No rocks, rock walls or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same unless otherwise approved in writing by the ACC. No bird baths or feeders, wood carvings, plaques, other types of home crafts, fountains, reflectors, flag poles, statues, lawn sculptures and/or ornaments, lawn furnishings, artificial plants, rock gardens, rock walls, bird houses or other fixtures and accessories shall be placed or installed on or within the front or side yards of any Lot which would be visible from any Streets unless otherwise approved in writing by the ACC.

(i) Landscaping as approved by the ACC shall be installed no later than thirty (30) days following completion of any Dwelling with weather permitting. Upon failure to complete landscaping as required by this Article IV, the ACC may cause the completion of same and utilize the enforcement procedures set forth in Article V, Section 32, to charge the Owner for the cost of completing the landscaping as a specific assessment.

## Section 2. **Landscaping and Tree Maintenance**

(a) All lawn areas are to be maintained in a clean and neat condition, regularly mowed and trimmed. No Owner shall allow the turf on his or her Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground, unless such turf grass is horticulturally intended for growth in excess of six (6) inches in height.

(b) All shrubs, trees, and plantings of every kind shall be kept well maintained, and properly cultivated. Beds and mulched areas shall be kept free of trash and other unsightly material.

(c) No trees having a trunk diameter of two (2) inches or more at a point six (6) inches above ground level may be cut, removed or mutilated without first obtaining the prior approval of the ACC; provided, however, that the foregoing shall not be (i) applicable to the cutting and removal of any trees situated within five (5) feet of the foundation of any Building or any driveways for a Lot, (ii) deemed to prohibit the cutting and removal of any dead or diseased trees on a Lot or (iii) applicable to the Developer. The provisions of this Section 2(c) shall be

applicable at all times, including, without limitation, at the time of construction of a Dwelling on a Lot and after completion of construction of a Dwelling on a Lot.

(d) No plant materials shall be placed or permitted to remain on any Lot if the same would interfere with or obstruct traffic sight-lines for any Street. The determination of whether any such obstruction exists shall be made by the ACC, whose determination shall be final, conclusive and binding on all Owners. The Association shall have the right to demand the removal of such plant material and, upon the Owner's refusal to comply, cause the removal of same at the Owner's expense.

(e) No vegetable, herb or similar gardens or plants shall be planted or maintained in the front or side yards of any Lot if the same would be visible from any Street.

**(f) Trees planted along streets will be required to have root barrier protection as outlined by the City of Oak Ridge.**

## **ARTICLE V** **GENERAL**

Section 1. **Exterior Lighting.** All exterior lighting shall be consistent with the character established in Groves Park Commons and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed uplighting or downlighting. No color lens or lamps are permitted. Each Owner will be required to install as a part of their exterior lighting scheme, one pole mounted light fixture at or near where their driveway intersects the roadway. Said pole and fixture is to be operated by photo cell and of a design specified by the ACC and will be installed at the height and location specified by the ACC. It is each Owner's responsibility to ensure that this required pole fixture is in good operational condition at all times. No exterior flood lighting is allowed on any Lot. In no way shall exterior lighting create an annoyance to any adjoining Lot. Rope, neon, black lights and fluorescent lighting are not acceptable exterior lighting. With respect to all Lots which abut Alleys, the Owner of each such Lot shall install and maintain on the alleyway side of the garage situated on such Owner's Lot incandescent lighting utilizing photo cells which automatically switch such lighting on and off (which shall not be individually operable by Owners) or such other lighting and switch operations required from time to time by the ACC. The ACC shall have the right to adopt an approved listing of specific light fixtures as well as levels of illumination which must be used for exterior lighting on all garages.

### Section 2. **Parking.**

(a) All automobiles owned or used by the Owner or Occupant of any Dwelling and their respective family members shall be parked in garages to the extent that garage space is available and garages shall not be used for storage or for any other purposes or uses which would result in the garage being unavailable for the parking of vehicles therein.

(b) Garage doors shall be kept closed at all times except when in use. No garage shall be converted to any use other than for the parking of vehicles therein without the approval of the ACC.

(c) In no event shall any automobiles or other vehicles, machinery or equipment be parked or left unattended on or within (i) any areas of a Lot which are not paved driveways or enclosed garages or (ii) any of the Common Areas; provided, however, that (1) parking within designated parking areas on Streets shall be permitted; and (2) no parking shall be allowed in any Alley.

(d) No portion of any Lot may be utilized to provide access, ingress to or egress from any property outside the boundaries of the Property without the express prior written consent of the ACC, which consent may be withheld by the ACC in its sole and absolute discretion.

(e) No vehicles or other personal property of any Owner shall be parked or allowed to remain in any Alley.

Section 3. **Satellite Dishes and Antennae.** No satellite dishes shall be allowed on any Lot or any Improvements thereto; provided, however, that one (1) satellite dish no more than eighteen (18) inches in diameter may be installed on a Building so long as (a) the same is not visible from any Street, (b) appropriate landscaping or other screening approved by the ACC is utilized to screen any satellite dish from view if required by the ACC and (c) the location of such satellite dish is approved by the ACC. No freestanding tower or antenna shall be erected on any Lot. No radio antenna, radio receiver or other similar device or aerial shall be attached to or installed on any Lot or any Improvements thereto unless the same is (i) contained entirely within the interior of a Building, (ii) not visible from any Street or any adjacent Lot and (iii) approved by the ACC. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Lot or any Improvement thereto which may interfere with the reception of radio or television signals within Groves Park Commons or any other real property situated in close proximity to Groves Park Commons.

Section 4. **Outdoor Furniture, Recreational Facilities and Clotheslines.**

(a) No interior furniture or furnishings (i.e., sofas, appliances, etc.) shall be allowed on the front porches of any Dwelling or outside of any other Building constructed on a Lot; however, except as set forth below, porch swings, rocking chairs, gliders and other types of outdoor furniture, including wicker furniture, shall be allowed. Notwithstanding the foregoing, no molded plastic furniture or furnishings shall be allowed on the front porches of any Dwelling. All front porches must be kept in a neat and orderly condition at all times.

(b) Wood piles, free-standing playhouses, tree houses, children's toys, swing sets, jungle gyms, trampolines and other outdoor and recreational or play equipment and appurtenances shall be located (i) so that the same are not visible from any Street and (ii) in a location approved in writing by the ACC.

(c) Basketball backboards shall be located, to the extent practicable, so as not to be visible from any Street.

(d) Outside clotheslines or other outside facilities for drying or airing clothes shall be prohibited on any Lot. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall.

(e) Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only at the side or rear of a Dwelling but only to the extent that the same is not visible from any Street, unless approved in writing by the ACC.

(f) American flags may be displayed at any time so long as the same are of reasonable size, as determined by the ACC in its sole discretion, and are properly displayed. Any other flags may be maintained on a Lot for not more than 30 consecutive days during any 365-day period. Banners are not permitted.

(g) Any weathervanes to be installed on a Building must be approved by the ACC.

Section 5. **Security/Alarm Systems.** All alarms or security systems with a siren, bell, or other auditory warning device shall have an automatic device to stop the siren, bell or other device from sounding after a ten (10) minute period of time.

Section 6. **Pets and Animals.**

(a) No animals, livestock, reptiles, snakes, birds or poultry of any kind shall be kept, raised or bred by any Owner upon any Lot or any Improvements thereto; provided, however, that (i) not more than two (2) dogs or cats (or any combination of dogs and cats not exceeding two (2) in the aggregate) or a reasonable number or combination of other animals, including birds or reptiles, may be kept and maintained on or within a Lot or Dwelling so long as they are not kept for breeding or commercial purposes and (ii) the foregoing shall not be deemed to prohibit fish, turtles and similar water creatures from being maintained in fish tanks within any Dwelling or hamsters, small birds and similar animals from being maintained in cages within any Dwelling so long as (1) they are not kept for breeding or commercial purposes and (2) such animals do not create a nuisance or annoyance to the Owners or Occupants of any adjacent or adjoining Lot. Notwithstanding the foregoing, the ACC and the Association shall have the right to further restrict the number of pets and animals within Groves Park Commons.

(b) No Improvement or enclosure for the care, housing or confinement of animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Improvement have first been approved by the ACC. Any structure or area for the care, housing or confinement of any pet (including, without limitation, dog houses, dog runs and other confined areas and spaces) shall be screened from view from any Street utilizing appropriate landscaping as approved by the ACC, shall be located at the rear of a Lot, and shall be constructed of materials and of a size approved by the ACC.

(c) Dogs shall not be allowed to roam unattended within Groves Park Commons; all pets must be kept and maintained within either the Dwelling or Building situated on a Lot or within fenced or walled areas on a Lot, as approved by the ACC, or otherwise under leash. "Invisible fencing" systems for dogs (i.e. radio monitored underground wiring systems) are encouraged. Pets shall not be permitted to leave excrement on the Lot of any other Owner, on or within the right-of-way of any Alley or Street or on or within any portion of the Common Areas and the Owner of such pet shall immediately remove and properly dispose of the same. Each Owner shall be liable to the Association for the costs of repairing any damage to the Common Areas caused by the pet of such Owner or Occupant.

(d) Notwithstanding anything provided herein to the contrary, to the extent any Owner or Occupant violates any of the laws, statutes, ordinances, rules or regulations of any applicable governmental authority with respect to any pets or other animals maintained by such Owner or Occupant on or within or upon any Lot or any Improvements thereto or within any other portion of Groves Park Commons, then enforcement of such laws, statutes, ordinances, rules and regulations shall be solely by the applicable governmental authority and not the Association.

(e) No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. The Association, acting through the Board, may from time to time and at any time adopt additional regulations concerning the type and size of pets, including, specifically, the right to prohibit certain breeds or types of dogs which may create any actual or perceived danger or fear for other Owners and their family members. Furthermore, the Association may, in its discretion, require that all pets be registered with the Association, that a one-time registration fee be paid for each pet and that photographs of pets be provided to the Association.

(f) To the extent any violation of any of the terms and provisions of this Section 6 is not timely and properly remedied by an Owner within two (2) days following the giving of written notice of such violation by the Association to such Owner, then, notwithstanding anything provided to the contrary in these Rules or the Declaration, the Association shall have the right to exercise any and all legal and equitable remedies available to the Association or any of the other rights and remedies specified in the Declaration and, pursuant to the provisions of Article V, Section 32 of these Rules, all costs and expenses incurred by the Association in connection therewith shall be paid by the Owner who has violated the terms and provisions of this Section 6.

Section 7. **Trash, Rubbish and Nuisances.**

(a) No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of Groves Park Commons nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot or any Improvements which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other Lots within Groves Park Commons or any other real property in close proximity to Groves Park Commons. Noxious or offensive activities shall not be carried on in or from any Lot or any Improvements thereto or in any part of the Common Areas, and

each Owner and Occupant shall refrain from any act or use of a Lot or any Improvements thereto which could cause disorderly, unsightly or unkept conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of Groves Park Commons or be in violation of any applicable governmental regulations. Without limiting the generality of the foregoing, no exterior horns, whistles, bells or other sound devices (other than speakers which do not create a nuisance or a sound level which becomes an annoyance to the Owners of any adjacent Lots), other than security and fire alarm devices used exclusively for such purposes, shall be located, used or placed upon any Lot or the Improvements thereto or other portion of Groves Park Commons without the prior written consent of the ACC; provided, however, that the foregoing shall not apply to the Developer or to the use of any of the foregoing devices within any of the recreational areas, if any, which constitute part of the Common areas or within any of the Commercial Areas. Any Owner or Occupant who dumps, places or allows trash or debris to accumulate on his or her Lot or on any other portion of Groves Park Commons shall be liable to the Association for all costs incurred by the Association to remove the same.

(b) No outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials shall be permitted on any Lot unless the same is undertaken (i) in strict accordance with all applicable governmental regulations and (ii) with the prior written approval of the Association. Notwithstanding anything provided herein to the contrary, to the extent any Owner or Occupant violates any governmental regulations with respect to the outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials, then enforcement of such governmental regulations shall be solely by the applicable governmental authority and not the Association. The provisions of this Section 7(b) are not applicable to the Developer.

(c) Garbage and refuse shall be placed in containers and shall be capped and contained in such a manner that they are inaccessible to animals. The containers shall be concealed within Buildings; be concealed by means of a screening wall of material similar to and compatible with that of the Building; or concealed by sufficient landscaping to provide a permanent screen from view or surrounding property. These elements shall be integrated with the building plan, be designed so as not to attract attention, and shall be located in as reasonably inconspicuous manner as is possible. Trash cans and containers may be moved to the side or front yard of any Lot on trash collection days so long as such trash cans and containers are removed from the front and side yard promptly after trash has been collected.

(d) No garbage or trash incinerator shall be permitted on a Lot.

Section 8. **Vehicles, Machinery and Equipment.**

(a) Mobile homes, motor homes, trailers of any kind, campers, trucks (other than pick-up trucks) vans (other than mini-vans used solely for passenger uses), motorcycles, motorized bicycles, golf carts, all-terrain vehicles, motorized go-carts, lawnmowers, tractors, tools, construction machinery and equipment of any type or nature, boats, “jet-skis,” “wave runners,” and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment (other than bicycles) (collectively “Recreational/Commercial Vehicles”) shall not be permitted, stored or allowed to remain on any Lot unless the same is placed, stored and maintained within a wholly-enclosed garage. Neither the Common Areas nor

the Streets or Alleys shall be utilized for the parking or storage of Recreational/Commercial Vehicles. Notwithstanding anything provided herein to the contrary, the foregoing provisions shall not be applicable to the Developer. The Developer or the Association may, but without obligation, designate a specific area within Groves Park Commons for the storage of Recreational/Commercial Vehicles for use by all Owners. The Developer and the Association, acting through the Board, shall have the right, in their sole and absolute discretion, to determine the location, if any, of any such storage area. Any Owner who utilizes such storage area, if any, shall do so at the sole risk and expense of such Owner and shall and does hereby waive, release and forever discharge the Developer, the Association, the Board and their respective officers, directors, members, managers, partners, agents, representatives, affiliates, subsidiaries, successors and assigns, of and from any and all actions, causes of action, claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs, expenses, losses and liabilities of every kind or nature, known or unknown, arising out of or on account of any loss, theft, damage or injury to person or property, including death, suffered, paid or incurred by any such Owner as a result of the storage of any Recreational/Commercial Vehicles in such designated areas.

(b) The Board shall have the right at any time and from time to time to adopt rules and regulations with respect to the operation, use or maintenance of Recreational/Commercial Vehicles within Groves Park Commons. No all-terrain vehicles or motorized go-carts shall be allowed to be operated on any Street within Groves Park Commons.

(c) Any vehicle which is inoperable shall be immediately removed from Groves Park Commons. No Owner or Occupant shall repair or restore any vehicle, machinery or equipment of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or (ii) for emergency repairs and then, only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of Groves Park Commons. Notwithstanding anything provided herein to the contrary, the foregoing provisions shall not be applicable to the Developer.

(d) Vehicles used primarily for commercial purposes and vehicles with commercial writings on their exteriors are prohibited from being parked on any Lot or within any of the Common Areas, except in wholly-enclosed garages or other structures located on a Lot or in areas which may be designated by the Board as parking areas for such vehicles. Notwithstanding the foregoing, (i) the foregoing provisions shall not be applicable to the Developer and (ii) any other trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed during normal business hours for the purpose of providing services to any Lot and any Improvements thereto; provided, however that (1) no such vehicle shall be authorized to remain on the Common Areas, Streets or Alleys overnight except if conducting emergency repairs and (2) such vehicles shall only be parked in designated parking areas.

Section 9. **Signage.** No signs or advertising posters of any kind (other than one (1) “for sale,” “sold” or “for rent” sign in size and color designated and authorized by the ACC) shall be maintained or permitted on any Lot or within any windows or on the exterior of Improvements to any Lot or elsewhere on any portion of Groves Park Commons without the

express written permission of the ACC. The ACC may require that a standardized “for sale,” “sold” and “for rent” signs and posts be utilized within Groves Park Commons and may require that a use fee be paid for the use of such standardized signs. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may from time to time be determined by the ACC, in its sole and absolute discretion. Political signs are prohibited in the Groves Park Commons. Notwithstanding the foregoing, the restrictions set forth in this Section 9 shall not be applicable to the Developer or to any signs erected pursuant to Article III above.

Section 10. **Wells and Tanks.** No exposed above-ground tanks for the storage of fuel, water or any other substances shall be located on any Lot or within any of the Common Areas. No below ground tanks, except for rainwater collection to be used for landscaping or gardening purposes, shall be located on any Lot. No private water wells may be drilled or maintained and no septic tanks or similar sewage facilities may be installed or maintained on any Lot without the prior written consent of the ACC. Notwithstanding anything provided herein to the contrary, the foregoing provisions shall not be applicable to the Developer.

Section 11. **Temporary Structures.** No temporary house, trailer, shack, tent, barn, shed, storage shed, utility building, portable building, stable, poultry house or yard, rabbit hut, tree house or other outbuilding, structure or Improvement of any kind, shall be permitted, constructed, installed or allowed to remain on any Lot; provided, however, that the foregoing shall not be deemed to prohibit (a) any detached garages or other Improvements which are approved in writing by the ACC, (b) dog houses for not more than two (2) dogs so long as such dog houses are visibly screened from view from all Streets and all adjacent Lots, (c) tree houses which are approved in writing by the ACC, (d) temporary structures for social functions as may be permitted by the Board, including, without limitation, tents, sheds, portable toilets and other outbuildings utilized during any art festivals, craft fairs, street parties or other special events approved by the Board, and (e) construction trailers and/or sales offices of the Developer.

Section 12. **Swimming Pools and Tennis Courts.** Swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools and tennis courts may be constructed, installed and maintained on any Lot but only to the extent that the ACC has approved the same in writing and the construction of the same satisfy all restrictions and requirements imposed by the ACC with respect thereto. Above-ground pools shall not be permitted. The ACC shall have the right to adopt further rules and regulations governing the construction of swimming pools, other outdoor water facilities and amenities and tennis courts within Groves Park Commons.

Section 13. **Common Areas, Recreational Areas and Facilities.**

(a) The Common Areas, including any recreational facilities, lake, creek, stream or water feature, if any, provided for the use and benefit of all Owners and Occupants, are provided without lifeguards or other supervisory personnel and neither the Association nor the Developer shall provide any such lifeguards or supervisory personnel in connection with the utilization of any of the Common Areas or any such recreational facilities, lake, creek, stream or water feature, if any, by any Person. **SWIMMING IN THE LAKES IS ABSOLUTELY PROHIBITED.**

(b) The Owner of each Lot, for himself or herself and any Occupant of such Lot and their respective heirs, executors, personal representatives, administrators, successors and assigns, by acceptance of a deed to such Lot, and each mortgagee, by acceptance of a mortgage encumbering any such Lot, for themselves and their respective successors and assigns, do hereby:

(i) Irrevocably and unconditionally waive, release and forever discharge the Developer, the ACC, the Association, and their respective officers, directors, members, managers, partners, agents, representatives, affiliates, subsidiaries, successors and assigns (collectively, the “Released Parties”), of and from any and all actions, causes of action, claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs, expenses, losses and liabilities of every kind or nature, known or unknown, arising out of or on account of: (1) any loss, damage or injury to person or property, including death, as a result of any entry onto any of the Common Areas, including any recreational facilities, lakes, creeks, streams or water features, if any, by any such Owner, Occupant, mortgagee or any of their respective family members, guests, invitees, heirs, executors, personal representatives, administrators, successors and assigns; and (2) the rise and fall of the water level of any lake, creek, stream or water feature which could result in or cause damage, by flooding or otherwise, to any Improvements or any other personal property situated on any portion of such Lot or which would result in or cause any Improvements situated on or adjacent to any such lake, creek, stream or water feature to be unusable due to low or high water levels; and

(ii) Acknowledge and agree that: (1) none of the Released Parties or any other person or entity shall provide any lifeguard or any other supervisory personnel or assistance in the conduct of any activities on or about any of the Common Areas, including any recreational facilities and any lakes, creeks, streams or water features within Groves Park Commons, if any; (2) the use of the Common Areas, including any recreational facilities and any such lakes, creeks, streams or water features, if any, by any such Owner or Occupant or any of their respective family members, guests, invitees or heirs, executors, personal representatives, administrators, successors and assigns, shall be at the sole risk and expense of the person or entity entering upon or using the Common Areas, including any such recreational facilities and any such lakes, creeks, streams or water features, if any; (3) none of the

**Released Parties or any other person or entity shall be obligated to take any action to maintain a specific water level for any such lake, creek, stream or water feature on, within or adjacent to Groves Park Commons; and (4) any lake, creek, stream and water feature on, within or adjacent to Groves Park Commons and the recreational facilities, if any, as with any other body of water, pose a potential threat of life threatening harm and each Owner or Occupant and their respective family members, guests and invitees should exercise utmost care and safety precautions in and around any such lake, creek, stream, water feature or recreational facilities, if any.**

Section 14. **Use and Leasing of Dwellings.** The leasing or rental of any Dwelling shall be authorized subject to the following: (a) the lease must be for the entire Lot (provided that a garage apartment on any Lot may be leased separately from the other Dwelling situated on such Lot), (b) the lease must be for a term of at least six (6) months and (c) all Occupants of such Lot shall at all times comply with the terms and provisions of the Declaration and these Rules. The maximum number of persons who may reside overnight on any Lot shall be equal to the product obtained by multiplying the number of bedrooms situated on such Lot by two. No Dwelling may be used as a boarding house.

Section 15. **Bulletin Boards.** No notices, flyers or advertisements shall be posted on or within the Common Areas or Streets, within or on any of the Common Areas of Groves Park Commons, without the prior written approval of the Board. The Association may but is not obligated to provide a community bulletin board for the general posting of notices or announcements of general community interest but not private or commercial advertisement. The Association shall have the right to remove any material deemed improper.

Section 16. **Complaints.** Complaints regarding any services or the condition of any portion of Groves Park Commons shall be made in writing to the Board or, to the extent within its authority, the ACC.

Section 17. **Controlled Substances.** Controlled Substances (as defined by state and federal laws), other than those prescribed by a physician for medical reasons, are not permitted on or within any portion of Groves Park Commons.

Section 18. **Damage to Property.** All Owners will be held responsible for the conduct of their immediate family members and Occupants while on or within any portion of Groves Park Commons and for their adherence to all of these Rules. Each Owner shall be responsible and reimburse the Association or third parties for any damage to any of the Common Areas or to the property of any third party caused by such Owner or any Occupants of the Lot of such Owner.

Section 19. **Denial of Use.** Each Owner acknowledges and agrees that the use of any of the recreational facilities, if any, which constitute part of the Common Areas shall be in

common with all other Owners and Occupants and all others authorized by the Developer or the Association to use the same; provided, however, that as set forth in the Declaration and/or the Bylaws, any Owner or Occupant who violates any of the terms and provisions of the Declaration or these Rules may, subject to the terms and provisions of the Declaration and/or Bylaws involving notice and an opportunity to be heard, have any and all use rights relating to such recreational facilities, if any, suspended or permanently revoked in the manner set forth in the Declaration and/or the Bylaws. Notwithstanding anything herein, each Owner agrees that any and all use rights relating to such recreational facilities, if any, shall be suspended or permanently revoked if any Owner is delinquent of Assessments or other fees payable to the Association.

Section 20. **Keys.** If any key or keys are entrusted by any Owner or Occupant to an employee of the Association, whether to any Improvements on an Owner's Lot or for any automobile, truck, vehicle or other item of personal property, the acceptance of such key or keys shall be at the sole risk of such Owner and neither the Board nor the Association shall be liable for any injury, loss or damage of any nature, whatsoever, directly or indirectly, resulting therefrom or connected therewith.

Section 21. **Firearms and Fireworks.** Firearms and ammunition are not permitted on or within any of the Common Areas of Groves Park Commons. The use or discharge of any firearms within Groves Park Commons is prohibited. The use or discharge of any fireworks within Groves Park Commons is prohibited, unless undertaken in conjunction with an event approved in writing by the Association and all applicable governmental authorities.

Section 22. **Flammable and Toxic Substances.** No Owner or Occupant shall at any time bring into or keep on or within any portion of Groves Park Commons any flammable, combustible, explosive or other harmful fluids, chemicals or substances or any toxic or hazardous waste or substance except as shall be necessary and appropriate for permitted uses of a Lot or any Improvements thereto; provided, however, the foregoing shall not be applicable to the Association in connection with the maintenance and operation of Groves Park Commons or to the Developer in connection with the development of any portion of Groves Park Commons or any real property owned by the Developer situated adjacent thereto or in close proximity therewith.

Section 23. **Radios and Stereos.** No Owner or Occupant shall play upon or cause to be played upon any musical instrument or otherwise operate or permit to be operated any radio, stereo, compact disk or tape player, television, loudspeaker or other sound amplification device in or upon any Lot or any Improvements thereto or any of the Common Areas if the same shall disturb or annoy any other Owners or Occupants of Groves Park Commons. Between the hours of 10:00 p.m. and 9:00 a.m. of the following day, no music or other sounds produced by musical instruments, radios, stereos, compact disk or tape player, televisions, loudspeakers and other sound amplification devices shall be allowed on or within any of the Common Areas or be allowed to be generated or produced from any Lots or any Improvements thereto to the extent such sounds can be heard outside of the Improvements on such Lot during such hours. No construction repair work or other installation work involving noise shall be conducted in or upon any Lot except Monday through Saturday (not including legal holidays) and only between the

hours of 7:00 a.m. and dusk, unless such construction or repair work is necessitated by an emergency. Notwithstanding anything provided herein to the contrary, the provisions of this Section 23 shall not be applicable to the Developer, the Association or to any community events sponsored or approved by the Board or the Developer.

Section 24. **Lawnmowers and Yard Maintenance Equipment.** No Owner or Occupant shall operate a lawnmower, edger, trimmer, leaf blower or similar yard maintenance equipment prior to 7:00 a.m. or after dusk.

Section 25. **Obstructions.** No Streets, Alleys, walkways, or sidewalks within Groves Park Commons shall be obstructed or encumbered or used for any purposes other than ingress or egress nor shall such areas be used for the storage of any personal property. Any personal property (other than vehicles) of an Owner or Occupant must be stored within (inside) the Improvements situated on a Lot.

Section 26. **Owners Who are not Natural Persons and Non-Owner Usage.** Subject to the remaining terms and provisions of this Section 26, to the extent any Owner is not a natural person, then such Owner shall designate one (1) natural person (and the immediate family members of such natural person) who shall be entitled to exercise and enjoy the rights of an Owner hereunder with respect to the Lot owned by such Owner. The use of any recreational facilities, if any, which constitute part of the Common Areas, shall be limited to the Owners of Lots within Groves Park Commons, their immediate family members and not more than two (2) guests. The Association may charge additional fees for the use of the Common Areas by guests. Notwithstanding anything provided herein to the contrary, the foregoing provisions shall not apply to the Developer or any of the Developer's assignees.

Section 27. **Compliance with Governmental Regulations.** Each Owner and Occupant shall at all times comply with all applicable governmental regulations of all applicable governmental authorities.

Section 28. **Yard and Garage Sales.** No yard or garage sales are permitted in Groves Park Commons unless the same are approved by the Association. The Association shall have the right, in its sole and absolute discretion, to limit, restrict and prohibit any yard, garage, basement or other types of sales within Groves Park Commons and to adopt additional rules and regulations, as well as charging fees for any such sales.

Section 29. **Easement Interference.** No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation, use or maintenance of drives, walks, parking or utilities, or which may unreasonably change, diminish, obstruct, or retard the direction of flow of surface water runoff in any drainage easement, swale or channel.

Section 30. **Holiday Decorations.** Temporary or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall not be placed or installed on any Lot or on the exterior of any Improvements on a Lot earlier than 45 days prior to the date of such holiday and shall be promptly removed no later than 30 days following the date of such holiday. In no

event shall any temporary or holiday decorations remain on any Lot or on the exterior of any Improvements on a Lot for more than 75 consecutive days in any calendar year.

Section 31. **Miscellaneous.** Groves Park Commons is a private community with public infrastructure. Groves Park Commons is not a gated community, the Streets are public thoroughfares and therefore are open to the public. The Common Areas, including, without limitation, sidewalks and parks, are private and are provided for the use and enjoyment of all Owners and Occupants and their respective guests. The use of any of the Common Areas by the general public is subject to all rules and regulations adopted from time to time by the Board and must be monitored by all Owners and Occupants. No loitering, littering, soliciting, disturbances or abuse of the quiet enjoyment of the neighborhood of Groves Park Commons by the general public will be allowed; provided, however, while reserving the right to seek such enforcement, the enforcement of any applicable governmental regulation concerning loitering, littering, soliciting or disturbance of the peace shall not be the responsibility of the Association.

Section 32. **Enforcement and Remedies.** In the event of any of the provisions of these Rules are breached or are not otherwise being complied with in all aspects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, without limiting the special enforcement rights of the ACC set forth in Article III above, the Association shall each have the right, at their option, to (i) enjoin such violation or noncompliance and/or (ii) through their designated agents, employees, representatives and independent contractors, enter upon such Lot or any Improvements thereto, and take all action necessary to extinguish or correct such violation or breach.

(b) All costs and expenses incurred by the ACC or the Association in enforcing any of the provisions of these Rules, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by the ACC or the Association in connection therewith, shall be paid by such Owner who has violated or breached any of the provisions of these Rules, shall constitute a specific assessment to such Owner pursuant to Article VII of the Declaration and, if the same is not paid when due, shall be subject to the other rights and remedies provided in the Declaration and/or the Bylaws. Notwithstanding anything provided herein go the contrary, the rights and remedies of the ACC and the Association set forth in these Rules shall not be deemed exclusive of any other rights and remedies which the ACC or the Association may exercise at law or in equity or any other rights and remedies specified in the Declaration, and/or the Bylaws.

Section 33. **Additional Regulations.** In addition to the restrictions set forth in the Declaration, (a) the ACC shall have the right, in its sole discretion, from time to time and at any time to adopt, modify and amend these Rules in order to impose such other, further or different requirements or restrictions which shall be binding on all Owners, Lots and all Improvements thereto, including the adoption of additional or more specific requirements and restrictions governing the improvement, landscaping and use of any Lot, and (b) the Board shall have the right from time to time and at any time to adopt, modify and amend these Rules in such a manner

as the Board, in its sole discretion, determines to be appropriate, which modifications and amendments to these Rules shall be binding on all Owners and all Lots.

Section 34. **Water and Boating Regulations.**

(a) No gasoline powered watercraft of any kind or nature, including, without limitation, jet skis and wave runners, shall be allowed on or within any lake, creek or stream. Notwithstanding the foregoing, the Developer and the Association may utilize electric or gasoline powered watercraft on any lake, creek or stream in performing any maintenance activities thereon.

(b) Water skiing, jet skiing and similar activities on or within any lake, creek or stream within Groves Park Commons are not permitted.

(c) Except for Improvements made by the Developer or the Association on or within Groves Park Commons, no Improvements, including, without limitation, fences, docks, piers, bridges or gazebos, shall be built, erected, maintained or placed on or within any lake, creek, stream or wetland area within Groves Park Commons by any Owner without the prior written approval of the ACC.