

ABBEY GLEN OWNER'S ASSOCIATION

RULES AND REGULATIONS

Dear Abbey Glen Homeowners:

On behalf of the community, the Association management would like to address a couple of things in order to keep Abbey Glen a safe and enjoyable neighborhood.

Entrances, Windows, Patios, Balconies and Storage

There are a couple of homeowners who are drastically changing the exterior appearance of the building which is in violation of the CC&R's. Please be aware of the following and make any necessary changes or restorations to adhere to the Rules and Regulations.

- a. The sidewalks and entryways shall not be obstructed by Co-Owner, or used for any purpose other than ingress and egress. Motorcycles and other vehicles shall not be brought into any building or onto the lawn and shall not obstruct the driveways, sidewalks, courts or entryways. Lawns and other common area are to be kept clear of furniture, bicycles, toys, trash, etc. No littering will be permitted. No cigarette butts, bottles, drink cans, bottles and wrappers or other refuse should be left on the grounds at any time.
- b. No signs, clothing, sheets, towels, etc. shall be hung from the windows, rails or porches or aired or dried in the yard space.
- c. No exterior alterations will be permitted including clotheslines, mailboxes, greenhouses, doghouses, or fencing of any kind. No plastic or other covering may be placed over the windows on the exterior of the building. No additional screening will be permitted except screen enclosures for patios or balconies which are approved by the Board or its Management Agent.
- d. No goods or materials of any kind or description, which are combustible or would increase fire risks shall be taken or placed in storage areas. Storage in such areas or facilities shall be used wholly at the Co-Owner's risk.
- e. In order to present a pleasant, uniform exterior appearance, all draperies or other window treatments must be lined in white.
- f. Patios and balconies shall not be used for storage of items such as boxes, trash, athletic equipment, indoor furniture or cleaning supplies. It is the Management Agent's discretion to deem what is appropriate for balconies and patios.
- g. In compliance with state, federal, local, and county regulations relating to the use of charcoal, gas or electric grills, no cooking grills or open fires are permitted at any time. Fireworks and firecrackers are not permitted on the property.

Pool

- a. Co-Owner is responsible for the actions of their guests and must accompany them while they are using the pool. The cost of property damage, which might result from Co-Owners or guests, will be charged to the Co-Owner and is due as additional Common Expense.
- b. All children under 18 years of age must be accompanied by an adult when in the pool area.
- c. All persons using the pool or pool area do so at their own risk and bear sole responsibility for any accident or injury in connection with such use and in conformance with all Rules and Regulations.
- d. Glass objects are prohibited in the pool area.
- e. Co-Owner shall abide by all rules posted in the pool area.
- f. Tasteful bathing attire is required at all times.

Recreational Facilities

Recreational facilities are provided as an amenity. Any Co-Owner who fails to abide by the Rules and Regulations established for the recreational facilities will be prohibited from further use of such facilities. We want you to use and enjoy the facilities as often as you desire. However, it is important to recognize the danger involved in using sports equipment. Co-Owner and their guests agree(s) to use any equipment in a safe and reasonable manner consistent with his physical abilities and condition. When utilizing the equipment, family and guests shall observe the following rules:

- a. All equipment will be carefully examined prior to use.
- b. Those using the equipment must understand how to use it correctly and safely.
- c. All safety equipment must be used.
- d. All children under 18 years of age must be accompanied by an adult, and Co-Owner shall be liable for damaged or missing equipment.

Disturbances of Other Residents

- a. All radios, television sets, electronic equipment, etc. shall be turned down to a level of sound that does not unreasonably disturb other Co-Owners.
- b. No musical instruments (guitars, drums, saxophones, trumpets, etc.) shall be played in the Home at any time. Co-Owner and their families and guests shall at all times maintain order in the Home and at all places in the Community, and shall not make or permit any loud or improper noises, or otherwise disturb other Co-Owners.
- c. Automobile stereos must at all times be at a reasonable level as determined by Management Agent. Courtesy hours will be in effect from 9:00PM until 9:00AM. Please keep the noise level at a minimum during this time.

Unnecessary Damage

- a. Co-Owner is/are responsible, when leaving his Home, for securing the same, for closing all windows, closing all water faucets, turning off all electrical appliances not in use, and locking the Home entrance doors, thus avoiding possible damage from water, fire, storms,

rain, freezing, vandalism, theft and other causes of damage or loss. Co-Owner is responsible for maintaining adequate heat in the Home in winter to prevent water pipes from freezing and for air conditioning the air in summer to prevent damage from excessive humidity.

- b. Co-Owner will be responsible for any damages resulting from tampering with or misuse of fire controlled sprinkler system. Tampering & misuse includes but is not limited to hanging of any object from the sprinkler heads.
- c. The trees and shrubbery are a vital and valuable part of the Community, and each Co-Owner shall be liable for damages for any mutilation or defacing thereof, for which he, his family or guests are responsible.
- d. In the event of power outage, Management Agent strongly recommends the use of flashlights instead of candles.

Trash

- a. All trash shall be placed only in the areas designated for such by the Association. Do not deposit garbage or trash in any other area.
- b. Dispose of your garbage and trash regularly as it may attract rodents and insects if left unattended.
- c. Co-Owner are responsible for any related cleaning, to include the removal of trash and debris from any area they might use for an outdoor party.
- d. If Association finds it necessary to remove your trash, a \$25.00 fee per bag of \$50.00 fee per larger item will be charged and due as a Specific Assessment.
- e. Cardboard moving boxes or similar boxes must be disposed of off-site at a recycling facility or other dumping facility.

Pets – If Applicable

I must adhere to the Pet Resolution Policy at all times including but not limited to the following:

- a. No dogs or cats are allowed to run outside, unleashed at any time. Dogs and cats must be leashed at all times.
- b. Co-Owner is/are responsible for cleaning up after their pets.
- c. No pets are allowed in the Pool, Community Clubhouse or other recreational areas.
- d. Aquariums over 25 gallons are prohibited without specific permission from Management Agent.
- e. Pets may not be staked or tied to anything outside in the Community at any time or left unsupervised on a patio/balcony.
- f. Co-Owner agree (s) to pay for any and all costs incurred in correction or repairing any damage caused by his pet. If a pet causes Association to incur cost for the benefit of the other Co-Owners, the owner of the pet will be responsible for the entire cost. The cost of damages caused by pets will be due as an additional Common Expense in the form of a Specific Assessment.
- g. In no event shall the pet be allowed to constitute a nuisance to other Co-Owners.

Condominium Insurance

Co-Owners are urged to purchase comprehensive property insurance against all perils, including, but not limited to, insurance on personal property or property of other persons from protection or loss due to or caused by theft, vandalism, bursting or leaking pipes to include the water heater or HVAC condensation lines, by or from fire, windstorm, hurricane, hail, flooding, leakage from windows or doors, steam, snow or ice, by or from running water, backing up of drainage pipes, seepage, or the overflow of water or sewage on the property of which Co-Owner's home is a part.

Parking/Vehicles

The Board of Directors may promulgate rules and regulations and/or policies and guidelines restricting parking on the Regime, including restricting the number of vehicles which any Owner or Occupant may bring onto the Regime and designating or assigning parking spaces or areas. This Section shall not prohibit an Owner or Occupant from having service vehicles park temporarily on the property if otherwise in compliance with this Section and the rules and regulations and/or policies and guidelines adopted by the Board.

Any vehicle parked on any portion of the Regime in violation of this Section, or in violation of the Association's rules and regulations and/or policies and guidelines, for more than forty-eight (48) consecutive hours may be towed at the vehicle owner's expense.

If a vehicle is parked on a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Home, is obstructing the flow of traffic, is parked other than in a parking space, is parked in a space which has been assigned as a Limited Common Element exclusively serving another Home, or otherwise creates a hazardous condition, the vehicle may be towed immediately. If a vehicle is towed in accordance with this subsection, neither the Association nor any officer or agent of that Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

No (a) abandoned or inoperable vehicles; (b) trailers; (c) boats; (d) motorcycles; or (e) any vehicle which cannot fit within a single parking space may be parked in the open parking areas. A vehicle is considered to be abandoned if it lacks current license plates, registration, insurance, or has not been driven on a public street at least once within a 30-day period.

Failure of Management to Take Action

Failure of Association, through its Management Agent, to insist upon strict compliance with these Rules and Regulations shall not constitute a waiver of any violation nor a waiver of Association's right to insist upon strict compliance with the terms of the Rules and Regulations.

Communication with Management

Co-Owner agrees to handle his communications and conduct with Association, including, but not limited to, leasing agents, on-site staff, maintenance personal, or independent contractors and vendors hired by Association, and with all other Co-Owners, occupants, or guests or invitee, in a lawful, courteous and reasonable manner. Co-Owner shall not engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression, directed at Association, its agents, employees or vendors, or directed at any other Co-Owner, occupant, guest, invitee, or any other person. Production and/or distribution of negative publicity are strictly prohibited by Co-Owners. If requested to leave the leasing or Association office, Co-Owner agrees to do so promptly and conduct all further business in writing.

Management's Permission or Consent

If any provision of these Rules and Regulations requires the written permission or consent of Association as a condition of any act of Co-Owner, such written permission or consent may be granted or withheld in the sole discretion of Association and may contain such condition as Association deems appropriate and shall be effective only so long as Co-Owner complies with such conditions. Moreover, any written permission or consent given by Association or Co-Owner may be modified, revoked, or withdrawn by Association at any time, at Association's sole discretion, upon written notice to Co-Owner.

Future Changes

These Rules and Regulations are subject to change from time to time as set forth in the By-laws.

We appreciate your complete cooperation. As always, should you have any questions, concerns or suggestions, please call Laphanie Banks at 785-7070 or lbanks@asihhi.com.

Respectfully,



Laphanie M. Banks, CMCA
Community Association Manager
Abbey Glen Owner's Association