



Pelham Springs
Homeowners' Association
And
Pelham Springs
Amenities Association

*Book of Resolutions
And Policies*

This Book of Resolutions applies to Pelham Springs Homeowners Association and Pelham Springs Amenities Association, Inc.

This document supersedes all prior versions, including the Book of Resolutions and Policies attached to Bylaws of Pelham Springs Amenities Association, Inc., recorded in the Greenville County, South Carolina, Register of Deeds Office at Deed Book 2554, Page 2342, Document No. 2018094016.

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FORWARD

Declaration of Covenants, Conditions and Restrictions (**CC&R**), Article X, Section 1:

The Board of Directors of the Association shall have the power to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each Lot and the Common Area. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded in a Book of Resolutions, which shall be maintained in a place convenient to the Owners and available to them for inspection during normal business hours and with reasonable notice.

Management of the Pelham Springs Homeowners' Association and Pelham Springs Amenities Association, Inc. (collectively, **Association**) each and independently is vested in their respective, duly elected Board of Directors (CC&R Article V, Section 1).

In accordance with CC&R Article V, Section 1, each Association Board hereby records its policy decisions. These Resolutions and Policies clarify enforcement of the CC&Rs recorded in Book 2001, Page 176, on July 3, 2002, at the Register of Deeds Office in Greenville County, South Carolina. Nothing in these Resolutions may be interpreted or enforced in any manner inconsistent with the CC&Rs. These Resolutions are subject to review and modification by the existing Association Board.

Capitalized terms not defined in these Resolutions will have the meaning ascribed to them in the CC&Rs.

The CC&Rs will control and supersede any conflict with these Resolutions.

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Policy P-1

ACTION BY THE BOARD OF DIRECTORS

Actions taken, authorized, or ratified by past Boards with respect to individual residents may not be rescinded or modified by subsequent Boards as to that specific action. For example, past approvals for a resident are accepted and are not subject to review or action by a subsequent Board's changes in policy, attitude, or opinion unless the approved action violates a civil law or prohibits the quiet enjoyment of the community. To further clarify, the Board may change its policy, attitude, or opinion on a particular action without affecting prior approvals to specific residents.

The fact that the Board has previously approved an individual resident's request for variance from the Association's CC&Rs, Bylaws, or regulations does not mean that such request is automatically approved for any other resident. Each request requiring Board approval or a variance of the Association's regulations must be individually considered based on its unique set of facts and circumstances.

Actions taken in variance of the Association's regulations or otherwise requiring Board approval must be in writing. The Board (or committees in whom authority is delegated) may in good faith, but is not obligated to, keep a record of such written approvals. Therefore, it is the responsibility of individual residents to obtain and retain written approvals granted by the Board. The burden of proof that such approval has been granted resides in the individual resident or homeowner.

Actions with respect to individual residents taken by committees in whom authority is delegated by the Board shall be deemed authorized or ratified by the Board.

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Policy P-2

ARCHITECTURAL REQUEST PROCEDURE

CC&R Article IX, Section 2:

No improvements of any nature shall be erected, placed, altered, or changed on any Lot in this subdivision until and unless the Building plans and specifications showing the proposed type of construction, exterior design and location of such improvement have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistency of plan with existing Residences.

CC&R Article IX, Section 4:

In the event that the Committee fails to approve or disapprove such plans and other requirements within thirty (30) days after they have been submitted in writing to it, or if no suit to enjoin the erection or alteration of such Building or improvements has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed, and compliance with this covenant will be deemed to have been fully met.

CC&R Article IX, Section 5:

Upon the approval by the Committee of any proposed construction or alteration, the Committee shall issue to the applicant a written permit. No construction or alteration shall be carried on until and unless such permit is obtained.

The Association Board supplements the preceding CC&R provision as follows:

Homeowners must submit a formal written request to the Association's Architectural Committee for (1) architectural alterations affecting the exterior or general structure of a townhome unit; (2) landscaping alterations; and (3) any other action requiring a variance from the CC&Rs or Resolutions. Request forms may be obtained from the Architectural Committee or the Association's management company. The request form must completely describe the proposed alteration; present diagrams, plans, and dimensions; identify the materials and contractors to be used; and provide a work schedule and completion date.

In reviewing a submitted request, the Architectural Committee may ask for clarification or more information from the homeowner. The Architectural Committee may, but is not obligated to, make recommendations to the request. When evaluating a request, the Architectural Committee may consider any factor affecting the community – whether structural, economic, aesthetic, etc.

Homeowners may implement architectural alterations immediately upon notice of approval from the Architectural Committee. Any modification to the approved alterations requires submission of a new

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request form and 30-day review period from the Architectural Committee. The Architectural Committee may withdraw approval and require resubmission of a request for approved architectural alterations that a homeowner fails to implement within 120 days from the date of approval.

All approvals are subject to applicable Association Covenants. Approval by the Association does not constitute approval by local governing agencies. Owners are solely responsible to determine and comply with all governmental regulations, statutes, codes and zoning requirements relating to their requested improvements. Owners must secure all applicable permits, inspections, and authorizations from government agencies prior to commencement of work. Owners must ensure any improvements are within the property limits and meet all building setback and easement restrictions.

If an architectural request is denied, homeowners may submit a modified request (1) correcting all deficiencies in the original request or (2) incorporating any recommendations contained in the Architectural Committee's denial. Modified requests are subject to the 30-day review period.

Architectural alterations commenced or completed prior to submission of a request form shall be deemed denied until the homeowner submits a formal request to the Architectural Committee. The late request will be subject to the Architectural Committee's standard review process. Denial of the late request will require the homeowner, at its own expense, to fully restore the structure or landscaping to its pre-altered condition. The homeowner will be subject to the Association's enforcement process for the duration of any non-approved architectural alterations.

Homeowners may appeal in writing for the Association's Board to review any architectural request denied by the Board. The appeal must attach the denied request and affirmatively state why the request is not prohibited by the CC&Rs or Resolutions. The Board will only review requests (1) which were denied in clear violation of the CC&Rs or Resolutions or (2) that are not expressly addressed in the CC&Rs or Resolutions.

The Architectural Committee must request the Board's review of any architectural request in which the Committee can not clearly apply the CC&Rs or Resolutions.

The Board's decision will be final for any request brought before the Board, whether by the homeowner or Architectural Committee.

All decisions of the Architectural Committee are subject to Board review.

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Policy P-3

FINES FOR VIOLATIONS OF COVENANTS AND RESOLUTIONS

The Board has established the following procedure to enforce the Associations' covenants, bylaws, resolutions and policies.

A homeowner in violation of a covenant, bylaw, resolution, or policy will be issued a written notice identifying the violation, referencing the applicable regulation, and providing a time frame in which the violation must be corrected.

Failure to correct the violation within the time specified in the notice or a second violation of the same regulation will result in a second violation notice and the imposition of a \$25.00 fine.

Failure to correct the violation following the second notice, a repeated violation of the same regulation, or failure to pay the initial fine will result in an automatic fine of \$50.00 per month until such violation is remedied or fine paid in full.

All fines will be due and payable no later than the next regularly scheduled payment date of the resident's monthly regime fee. Failure to pay fines when due will cause such fines to accrue on a monthly basis until payment in full. Homeowners will be responsible for any unpaid fines and penalties imposed on residents who lease or rent their unit.

If a fine is not paid by the next regularly scheduled regime payment date following the second violation notice, the Board in its discretion may place a lien against the resident's property, obtain judgment through a magistrate's court, and resort to any other enforcement and collection action available under South Carolina law. The Board may exercise such legal or judicial action at any time following failure to comply with the second violation notice.

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Policy P-4

FAILURE TO PAY ANNUAL ASSESSMENTS

CC&R Article VI, Section 1: Homeowners "covenant and agree to pay to the Association annual assessments or charges"

CC&R Article VI, Section 8:

Any assessment or portion thereof which is not paid when it falls due shall be delinquent. If the assessment or portion thereof is not paid within thirty (30) days after the due date, the same shall bear interest from the date of delinquency at the average prime lending rate in effect for Branch Banking and Trust Company. The Association may file a notice of lien against the Owner, Lot and Residence and bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the Property in the same manner provided under South Carolina law for the foreclosure of a real estate mortgage. In either event, interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.

The Association Board establishes the following procedures for collection of each homeowner's annual assessment (or regime fee):

1. Annual regime fees are to be paid in equal installments on no less than a monthly schedule. Regime fee payments are automatically due without further notice from the Association to the Owner.
2. Failure to pay the regime fee by the tenth calendar day of the applicable calendar month will result in an automatic fine as set forth in the Association's CC&Rs.
3. All fines will be due and payable no later than the next regularly scheduled payment date of the regime fee. Failure to pay fines when due will result in the fines accumulating on the outstanding monthly balance until payment is made in full.
4. As a courtesy, the Association may provide written notice or invoice to a delinquent Owner of their current outstanding regime fee, CC&R violation fines, outstanding late charges, and any additional fees or dues owed. Failure to provide notice of an Owner's regime fee delinquency and accruing late fees will not constitute a waiver of the Owner's obligation to pay such fees and maintain a current balance with the Association. The Association will maintain accurate records of an Owner's outstanding balance owed.

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5. If an Owner fails to fully satisfy a delinquent regime fee, fine, or other charges by the next regularly scheduled regime payment date following the Association's second violation notice, the Board in its discretion may (1) place a lien against the resident's property; (2) obtain judgment through a magistrate's court; and (3) submit the outstanding balance to a collection agency. If an Owner fails to fully satisfy a delinquent regime fee, fine, or other charges within 120 days following the first date of delinquency and the Association has provided at least two violation notices, the Board may resort to any other enforcement and collection action – including foreclosure proceedings – available under South Carolina law to satisfy the Owner's outstanding balance.

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Policy P-5

STANDARD OPERATING PROCEDURES FOR ASSOCIATION TREASURY FUNCTIONS

HOA Bylaws Article 7.7(d) and AA Bylaws Section 7.7(d):

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, shall keep proper books of account, shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.”

The Association Board establishes the following procedures to govern treasury functions for Pelham Springs Homeowners Association (**HOA**) and Pelham Springs Amenities Association (**AA**):

1. Role of Property Manager. The Treasurer may utilize the Association’s property manager (**Agent**) to perform administrative treasury functions but will remain responsible to oversee the Agent’s activities to ensure (1) compliance with the treasury procedures set forth in the Association’s CC&Rs and in this Policy and (2) the Association’s funds and assets are being managed to minimize waste or loss and maximize investment returns. Specifically, the Association’s Agent will perform the following administrative treasury functions:

- a. “Collect, receipt, and daily deposit all monthly assessments and other charges due to the Association for its operations; maintain records of all receipts and expenditures of the Association.
- b. Send reminder notices and assess late charges for delinquent assessments according to the Association’s governing documents. As directed by the Board, the Agent will authorize the preparation and filing of liens for delinquent assessments, as well as lien satisfactions (when appropriate). The Agent may act as liaison to the Association’s attorney and refer the Association to a collection agency.
- c. Deposit all collected funds attributable to the Association with financial institutions that are insured by the Federal Deposit Insurance Corporation (**FDIC**). The Association may direct the Agent to deposit surplus funds in various forms of savings and investment accounts. The Association’s funds will be segregated from the

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Agent's own assets. Agent will maintain, at its expense, a fidelity bond (1) covering its employees and agents who deal with the Association's funds; (2) in an amount and with an insurer determined by Agent; and (3) protecting the Association.

- d. Prepare and submit to the Board monthly financial reports, including a statement of receipts, disbursements, and account balances for the preceding month. Any discrepancies in this package must be brought to the attention of the management within 30 days of receipt of financials.
- e. Prepare and submit to the Board monthly management reports detailing all management activities undertaken on the Association's behalf.
- f. Assist with an audit conducted by a third party selected by the Association at the Association's expense.
- g. Execute and file (1) all federal and state income tax returns and (2) returns and other instruments required under the Federal Insurance Contributions Act; the Federal Unemployment Tax Act; Internal Revenue Code of 1954 – Subtitle C; and the South Carolina Tax Commission for wages paid by the Agent on behalf of the Association and under any Applicable Law. The Association will execute and promptly deliver to the Agent all powers of attorney, notices of appointment, and similar authorizations necessary for Agent to file the returns.
- h. Pay from the Association's funds all taxes, insurance premiums, water and sewer rates, utility charges, and all other charges or obligations associated with the Association's property and operations.
- i. Prepare and submit to the Board a recommended annual budget for the upcoming fiscal year based on anticipated receipts and expenditures.

2. Procedure for Handling Fund Inflows and Outflows.

- a. All payments to the Association – whether assessments, fines, reimbursement, or other charges – sent to the Association must be via check, money order, bank draft, credit, or other traceable method. Cash will not be accepted. The Agent is responsible to (1) collect payments; (2) record payments in the Association's financial management system; and (3) deposit payments into an interest bearing operating account held in the Association's name.
- b. The HOA's operating account will maintain a balance of approximately \$15,000.00.
- c. The AA's operating account will maintain a balance of approximately \$5,000.00.

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- d. Recurring and current expenses will be paid from the Association's operating account. Payments from the operating account will be dictated by (1) budgeted expenses; (2) previously approved contract; or (3) other Board authorization. All other payments are subject to documented review and approval as follows:
- (1) Up to \$300.00: Agent.
 - (2) \$301.00 to \$1,000.00: Treasurer and Agent.
 - (3) \$1,001.00 to \$2,500.00: President, Treasurer, and Agent.
 - (4) Exceeding \$2,500.00: Board Majority.
 - (5) Approvals may be documented by any recorded manner (for example, meeting minutes, signed statement, electronically with traceability).
- e. If the operating account's rolling monthly balance exceeds \$15,000.00 for more than three consecutive months, the excess funds will be deposited into an interest bearing money market account. The Association's money market is a short-term savings account used as a supplement only if the Board determines that funds in the operating account are not sufficient to satisfy an large non-recurring or other unforeseen Association expense.
- f. If the money market reaches or exceeds a \$25,000.00 account balance, the Board will determine whether and how the money market funds should be invested according to the procedures outlined herein.

3. Investing. The Board will make an investing determination when funds held in the Association's money market reaches or exceeds \$25,000.00. Association investment options must be classified as "risk free" or a similar designation (for example, certificates of deposit). The Board will base its investment determination on (1) the Association's existing investment holdings; (2) maturity dates; and (3) interest rates available for investment vehicles that conform to the Association's investment policies and existing investment mix. The Board will attempt to stagger the Association's individual investment vehicles' maturity dates at six-month intervals to give the Association flexibility regarding asset liquidity. If funds from a maturing investment vehicle are not required for a capitalized or other unforeseen expense, the Board will reinvest the matured principal and interest into another investment vehicle.

4. Policies Relating to All Association Funds.

- a. **Banking.** All Association funds will be held in accounts at financial institutions insured by the FDIC. The combined Association accounts held at any single financial institution may not exceed the then current FDIC coverage limits.
- b. **Back-Up.** The Treasurer and Agent will back up the Association's financial management system and records at least once each month. The back-up may be in

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any media sufficient to provide immediate recovery if the Association's master financial management system suffers a complete failure or other data loss. The back-up will be stored in a facility physically separate from the master financial management system.

5. **Contractors.**

- a. *Approval.*** Contractors, suppliers, and vendors (**Contractors**) providing services to the Association must be approved by the Association's President and Treasurer. Notwithstanding the foregoing:
- (1) A majority of the Association's Board must approve Contractor services (i) performed pursuant to contract exceeding a one-month term or (ii) exceeding \$2,500.00.
 - (2) No Board member may approve any Contractor with whom such member is affiliated by family, ownership, investment, employment or other relationship that could improperly influence the Board member's decision. In such event, (i) a disinterested Board member will participate in the approval process in the affiliated member's place or (ii) the Contractor must be approved by a majority of the disinterested Board members.
- b. *Documentation.*** All Contractors must provide to the Agent proof of (1) IRS Form W-9; (2) statement of guarantee of legal worker status; (3) workman's compensation coverage in full force and compliance with applicable laws; and (4) general liability insurance sufficient to cover the Association. The Agent will maintain a file of each Contractor containing the required information. Each Contractor's file will be annually audited and updated to ensure compliance is maintained. The Agent will notify Contractors that lapses or violations of their documentation obligations will be grounds for the Association to immediately terminate any contract and services.
- c. *Contracts.*** Contractor contracts will be subject to legal review and prior Board approval before execution on behalf of the Association.
- d. *Invoicing and Payment.*** The Agent will reconcile Contractor invoices prior to Board review and approval. Invoices will not be paid until the Agent verifies the services invoiced are (1) pursuant to the Association's budget, contract, or Board authorization and (2) are satisfactorily completed. Undisputed invoices will be paid according to the Agent's regular payment cycle but no more frequently than weekly. Disputed invoices will be presented to the Board for determination.

6. *Auditing.* The Association's financial records will be annually audited by an independent public accountant. In addition to determining the accuracy of the records, the audit may identify areas for improved financial management and accounting functions.

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Resolution R-1

ARCHITECTURAL ALTERATIONS

CC&R Article IX, Section 2:

No improvement of any nature shall be erected, placed, altered, or changed on any Lot in this subdivision until and unless the Building plans and specifications showing the proposed type of construction, exterior design, and location of such improvement have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistency of plan with existing residences.

The Association Board supplements the preceding CC&R provision as follows:

1. "Exterior" means any portion of a Lot that is not enclosed.
2. "Improvement" includes, without limitation, any erection, placement, or alteration of any wall, fence, driveway, parking area, recreational amenity, or other unit structure.
3. All architectural alterations, improvements, and modifications are subject to applicable Association Covenants.
4. Owners are responsible to protect all elements inside the Association easements, and to return any area disturbed by the improvements to the same standards as previously existed. Notwithstanding the Association's approval, Owners are responsible for any damage resulting from the improvements or installation thereof. Owner will immediately report and repair such damage upon discovery. Upon completion, the Association may review the improvements to determine compliance with the scope of approval. If the improvements are deemed incomplete or further work is necessitated, the Owner will be given a deadline for the completion of the work. If the improvements are not completed to the Association's satisfaction within the time provided, the Association may choose to (a) rescind approval and require removal of the improvements; (b) impose penalties until completion occurs.
5. Notwithstanding the Association's approval, Owners will have a continuing obligation to maintain -- in good condition according to the Association's aesthetic standards and workmanship quality -- any architectural alterations, improvements, or other modifications beyond their Lots' and Units' original construction.

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6. Owners may not do (or allow) anything to (or in) any building or portion thereof that will penetrate the building envelope, impair the structural integrity, or alter the exterior except by written approval of the Architectural Committee. Such alterations include interior construction affecting the overall structure.
7. Owners may fence or screen their decks or patios upon written permission of the Architectural Committee.
8. Upon written approval by the Architectural Committee, owners may install a privacy fence directly behind their Unit so long as it does not (a) extend ten feet beyond the original concrete patio footprint; (b) leave less than a eight-foot continuous passage behind the owner's Unit or enclosed area; and (c) exceed six feet in height. Privacy fences (a) must be of the same type and design that presently exists in the community and (b) must have an access gate with a 50-inch clear width and a handle or latch that remains unlocked to permit entry from outside the enclosed area.

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Resolution R-2

GARBAGE CONTAINERS

CC&R Article X, Sections 5 and 6:

Garbage/trash receptacles and storage areas shall be of the uniform design, size, and construction approved by the Architectural Committee.

Garbage containers and trash cans must be so located in the homeowner's garage so they will not be visible from the front street.

The Board supplements the preceding Articles as follows:

Trash containers may be placed at curb side for pickup no earlier than the evening before normal trash collection day and must be placed in the garage no later than the evening of trash collection day.

Trash containers may not be placed on the grassy areas in a manner that covers or potentially damages water sprinkler heads.

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Resolution R-3

LANDSCAPING IN COMMON AREAS

CC&R Article X, Section 2(g):

No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the Common Area and facilities except at the direction of, and with the express written consent of, the Association.

Subject to the written approval of the Architectural Committee, residents are prohibited from the following activities:

Displaying plants, hanging baskets, or adding any object to the common areas in the front, side, or back of the townhouse. The common areas include the grass, common fences, and street drainage tops. Objects include, without limitation, statues, planters, birdbaths, birdhouses, and benches.

Installing borders along any of the circular tree beds as these are in the common areas and should not be altered.

Placing flower pots or planters on grassy areas.

Placing objects of any kind on the water meter tops as it interferes with the path of yard maintenance mowers.

Placing objects on the cement drainage tops along the streets or the drainage tops in the grassy areas.

Attaching flower planters, bird feeders, or other objects on the common fences as this can damage the fences. This restriction does not apply to interior side privacy fences that are within the owners' property lines.

Trimming any trees or bushes as this can lead to damage and change the uniform look of the community. The Association, rather than individual residents, maintain all trees and bushes throughout the community.

The HOA and AA will assume responsibility to maintain landscaping designs, elements, and additions paid for by individual owners and residents in the common area if:

Such landscaping is approved by the Architectural Committee and confirmed by the Board.

The landscaping is more than ten feet from the contributing party's unit.

Any plant life incorporated in the design is more than ornamental (e.g., flowers, annuals, or other plants with a life expectancy of one year or less).

The value of the landscaping is more than \$400.00 (including installation and materials).

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Resolution R-4

GUIDELINES FOR HOMEOWNERS YARDS

CC&R Article VII, Section 2:

Owners shall not plant any vegetation in front or back of their Residence, except with the prior written approval of the Association and the maintenance of such additional plantings shall be the sole responsibility and expense of the Owner. If, in the opinion of the Association, any such Owner fails to maintain his plants in a neat and orderly manner, the Association may revoke the Owner's maintenance rights and remove said plants or assess said Owner for any additional expense incurred in the maintenance of said plants.

CC&R Article X, Section 5:

The yards of each Lot shall be maintained so as to be neat and clean at all times.

The Association Board provides the following guidelines for homeowner's yards:

Without prior approval by the Architectural Committee, residents may plant flowers in the pre-existing shrubbery beds around their Units and trees.

Without prior approval by the Architectural Committee, each Lot may have up to three ornamental objects or garden statuary in the shrubbery beds directly abutting the front wall of each Unit. Ornamental objects and garden statuary are not permitted (1) in the front yard grassy areas or (2) in the shrubbery beds surrounding trees or mailboxes. Lights lining a Lot's front walkway for illumination are exempt from the restriction on ornamental objects and garden statuary.

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Except by written approval of the Architectural Committee, the following items are not permitted in either the front, back, or side of townhomes:

- Artificial vegetation including flowers, shrubs, and trees.
- Large flags, plaques, or signs (neither on stands nor attached to any part of the building).
- Landscape edging or other hard-scape borders around shrubbery beds or any other areas that may interfere with yard maintenance mowers.
- Trees, shrubs, plants, or vines attached to any part of the building.
- Any object that interferes with the timely maintenance of the grounds or the uniform appearance of the community.

Vegetables of any type cannot be planted in the homeowner's front yard, front shrubbery beds, or side shrubbery beds. Vegetables may be planted in back yard shrubbery beds or in acceptable containers on patios.

Without prior approval of the Architectural Committee, residents may display holiday decorations at their units as follows:

- Decorations may be displayed for up to 30 days prior and seven days following the commemorated event.
- Decorations may not interfere with the path of yard maintenance mowers.
- Decorations may not be attached to units, buildings, common fences, or other structures that the Association is obligated to maintain in any manner that penetrates or could cause damage to the structure's exterior.
- The Architectural Committee or Association Board reserves the discretion to require removal of any holiday decorations it determines to be inconsistent with the community aesthetic, offensive to other residents, or detrimental to property maintained by the Association.

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Resolution R-5

PARKING

The Board has established the following policies relating to parking:

Residents of each lot shall park their automobiles on their lot either in the garage, driveway, or designated parking area. Vehicles must be parked so as to be in the garage with the door shut or completely within the driveway.

No boats, trailers, campers, or RV's shall be parked on the community property, whether in the common areas or on private driveways. Such recreational vehicles may be parked in a garage of a lot if the garage door is closed and said vehicles or accessories are not visible to persons from the outside.

No vehicles may be parked or maintained on the property unless they are licensed and operational.

Long-term parking is not allowed on the community streets or at the pool parking lot. "Long term" is defined as overnight or longer period of time. Temporary overnight parking is allowed at the pool parking lot if the owner obtains prior permission from a member of the Board.

Vehicles left at the pool parking lot or on the street without approval from a Board member are subject to being towed at the owner's expense.

Vehicles may not be parked in front of fire hydrants. Blocking fire hydrants are a violation of state law and subject to law enforcement action in addition to other Association action.

Residents should encourage multiple guests to park on one side of the street so as not to impede traffic flow, especially in the event of an emergency.

Failure to comply with the parking procedures outlined herein could result in the imposition of fines as outlined in the Association's policies and procedures.

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Resolution R-6

PETS

CC&R Article X, Section 4:

No animals shall be kept, maintained or quartered on any Lot except that domesticated cats, small dogs, and caged birds may be kept as pets for the pleasure of the occupants. A maximum of two (2) pets shall be allowed per Lot. Seeing eye dogs are allowed, also small caged animals which are not normally taken outside (such as fish, gerbils, etc.) may be kept in reasonable numbers. No pet shall exceed the weight of fifty (50) pounds; however, seeing eye dogs are exempt from this weight restriction. The Architectural Committee is authorized (but not required) to issue reasonable rules for the protection of all Owners in this subdivision relating to the number and size of pets which may be kept on any numbered Lot. No animals shall be permitted to go beyond the perimeter of any Residence unless the animal is on a leash and under control of its Owner or the Owner's agent. Pet owners shall be required to remove any animal waste from Lots, Common Areas, streets, etc., in a timely manner.

The Association Board supplements the preceding CC&R provision as follows:

No animal may be left in the front or side exterior yard area of a residence (whether on a leash, in a cage, or other restraint). Placing an animal in the front area in violation of this regulation may result in the animal being placed in an animal control facility with costs to be accessed to the owner/resident until the animal is redeemed or other action is taken.

For purposes of pet waste removal "timely manner" means at the time of occurrence.

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Resolution R-7

POOL USAGE

The Board has established the following policies relating to use of the community pool.

At the Board's discretion, the pool season will be from mid-May to mid-September. Except for community events, residents may not use the pool during the off season.

The pool's hours of operation will be from 9:00 AM until the earlier of 10:00 PM or dusk.

Residents and guests must exit the pool area during thunderstorms until at least 15 minutes following the last lightning strike or thunder clap.

Guests must always be accompanied by a community resident. No more than three guests at a time are allowed per resident.

Children 14 and under must be under the supervision of an adult (18 years or older) at all times when in the pool area.

Leak-proof swimwear is required for anyone who wears diapers or other incontinence products.

Always shower before entering the pool.

Pelham Springs does not provide lifeguards. Residents and guest assume the risk of pool use.

No solo swimming.

No running, diving, boisterous activity, rough play, or foul language.

No loud music is allowed in the pool area.

No glass is allowed in the pool area.

No spitting or blowing the nose in the pool.

No pets are allowed in the pool area. Service animals are permitted.

No persons under the influence of alcohol or drugs may use the pool.

Persons with communicable diseases, skin, eye, ear, or nasal infections may not use the pool.

Always dispose of trash, lower pool umbrellas, and remove personal belongings before leaving the pool area. Be sure the pedestrian gate secures and locks behind you when leaving.

Persons must obey any other rules or policies posted in the pool area. Pool privileges may be revoked for violation of any pool policies.

Pelham Springs HOA and Amenities Association

Book of Resolutions

Resolution R-8

TELEVISION SATELLITES AND ANTENNAE

CC&R Article X, Section 9:

No TV satellite dish larger than 18 inches in diameter will be allowed on any lot or residence. The placement and location of said dishes shall require the prior written approval of the Architectural Committee.

All HOA Covenants and Resolutions are subject to federal, state, and local law. Article X, Section 9 must be interpreted according to federal Telecommunications Act of 1996 (47 C.F.R. Section 1.4000). Accordingly, the Board supplements the preceding Article as follows:

The placement and location of satellite dishes, communications antennae, or any other type of electronic device designed to transmit or receive signals (collectively, **dishes**) shall require the written approval of the Architectural Committee prior to installation.

Homeowners are entitled to no more than one dish per Lot.

No dish will be allowed on any Lot or residence that is larger than the standard size available from the telecommunications provider at the time of installation.

No dish will be allowed on any Lot or residence for any purpose other than private consumer use.

Unless a signal can not otherwise be obtained, dishes must be placed in such a way so as not to be prominently seen from front or side streets.

No dish may be placed in the Common Area, on common fences, or in any location that would impair routine landscaping and maintenance by the HOA.

Cables must be completely hidden from view.

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Resolution R-9

WINDOW TREATMENTS

Residents who choose to have window coverings are required to have curtains, valances, blinds, or shutters, that are specifically designed as window treatments.

All window coverings, treatments, blinds, and shutters must appear neutral in color and appearance when viewed from the townhome's exterior so as to preserve the neat uniform look of the community.

Tinting or any other type of application to any townhome unit window constitutes an "improvement" within the meaning of CC&R Article IX, Section 2 that is subject to the architectural request procedure outlined in Resolution P-2 (*Architectural Request Procedure*). Tinting may not be darker than grade 35 and must be non-reflective. Homeowners are responsible to install, maintain, and remove any tinting in conformity with community aesthetics.

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Resolution R-10

EXTERIOR MAINTENANCE AND INSURANCE

CC&R Article VII, Section 1:

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: Stain and/or paint the exterior of Residence; and repair, replace and care for roofs, gutters, down spouts, exterior Building surfaces, trees, shrubs, grass, walks, and other such exterior improvements. Such exterior maintenance shall not include glass, screening, or doors, with the exception of staining or painting as stated above. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at reasonable times to perform maintenance as provided in this Article.

CC&R Article XII, Section 4:

The Owner shall keep the Residence in good repair except for repairs required of the Association.

CC&R Article XII, Section 8:

Any Owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable beyond that included in the homeowners policy required by the Association.

The HOA assumes no greater responsibility, obligation, or duty to maintain Residences other than as expressly stated in the CC&Rs. Owners will be responsible for any interior or other damage to their Residences regardless of whether such damage is the result of an exterior maintenance item for which the HOA is obligated.

Owners will carry a personal homeowners insurance policy that covers the cost of repairs or replacement (1) to their Residences that are not an express obligation of the HOA and (2) of any personal or other non-HOA property.

To ensure the Owners' repair obligations and property are fully covered, Owners are encouraged to obtain a condominium unit owners policy insuring all contents of their Residence from the studs in, including (1) sheetrock; (2) plumbing and electrical fixtures behind the sheetrock that are for the exclusive use of the Residence; (3) building and material components within the sheetrock walls; (4) interior and exterior HVAC systems; and (5) personal property within the Residence. Flood insurance is required for Residences within a flood plain but recommended as a preventative measure for all residences to cover damage from standing water and leakage from exterior and interior sources (which may include surface water, sewer and drain backups, and roof and foundation leaks).